

SOLICITATION, OFFER AND AWARD			1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA6	Page 1 of 64
2. Contract No.		3. Solicitation No. DAAA09-02-R-0069		4. Type of Solicitation Negotiated (RFP)	5. Date Issued 2003FEB28	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By HQ JMC AMSOS-CCM-E ROCK ISLAND, IL 61299-6000 BLDG 350			Code W52P1J	8. Address Offer To (If Other Than Item 7) HQ JMC CONTRACTING & PARC CENTER ATTN AMSJM-CC ROCK ISLAND, IL 61299-6000		

SOLICITATION

NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in AMSJM-CC BLDG 350 CONTRACTING CTR until 03:45pm (hour) local time 2003APR04 (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:	Name PAT LOOTENS E-mail address: LOOTENSP@OSC.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (309)782-5936
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:

Amendment Number	Date	Amendment Number	Date

15A. Contractor/Offeror/Quoter		Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or Print)	
15B. Telephone Number (Include Area Code)		15C. Check if Remittance Address is <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer		17. Signature	
				18. Offer Date	

AWARD (To be completed by Government)

19. Accepted As To Items Numbered		20. Amount	21. Accounting And Appropriation	
22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()			23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)	
24. Administered By (If other than Item 7)			25. Payment Will Be Made By	
SCD PAS ADP PT				
26. Name of Contracting Officer (Type or Print)			27. United States Of America _____ (Signature of Contracting Officer)	
			28. Award Date	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	52.215-4501 OSC	ARSENALS AS SUBCONTRACTORS	JUN/2000
A-2	AMC	AMC-LEVEL PROTEST PROGRAM	OCT/1996

(End of clause)

(AM7010)

A-3	52.222-1100 OSC	10 U.S.C. 4543 PILOT PROGRAM	FEB/2003
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Congressional language in Section 141 of the 1998 Defense Authorization Act (10 U.S.C. 4543 Pilot Program) allows "not more than three Army industrial facilities" to sell manufactured articles and services in support of DoD weapon systems without regard to availability from domestic sources. The three Army industrial facilities in this program are McAlester Army Ammunition Plant, McAlester, OK, Rock Island Arsenal, Rock Island, IL, and Watervliet Arsenal, Watervliet, NY.

These facilities cannot submit offers as the prime contractor on this solicitation, but in accordance with the above-described pilot program can act as a subcontractor to potential prime contractors when the statutory requirements (10 U.S.C. 4543) are met.

If you are interested in obtaining information about their capabilities, please contact the following:

McAlester Army Ammunition Plant
Mr. Paul McDaniel, Attn: JMCMC-MO
McAlester, Oklahoma 74501-9002
(918) 420-6452
mcdanpd@mcalestr-emh3.army.mil

Rock Island Arsenal
Mr. William Peiffer, Attn: SOSRI-AP
Rock Island, Illinois 61299-5000
(309) 782-5178/4479
peifferw@ria.army.mil

Watervliet Arsenal
Mr. Ed McCarthy, Attn: AMSTA-WV-ODP
Waterlviet, New York 12189-4050
(518) 266-5052
emccarthy@wva.army.mil

(End of Clause)

(AS7010)

A-4	52.246-4501 OSC	CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM	APR/1997
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(End of clause)

(AS7000)

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A-5 52.252-4500 FULL TEXT CLAUSES SEP/1997
OSC

1. The entire body of full text regulatory and command unique clauses and provisions will no longer be included in solicitations or contracts. These clauses and provisions have the same force and effect as if the entire full text was included in the solicitation/contract. Where text has been removed three astericks are put in its place (***).

2. You can view or obtain a copy of the clauses and provisions on the internet at: www.osc.army.mil/ac/aaais/osc/clauses/index.htm. Click on command unique first to locate the clause. If it is not located under command unique click on regulatory to find.

3. All full text clauses have a 6 or 7 as the third digit of the clause number (i.e. AS7000).

(End of clause)

(AS7001)

SECTION A - EXECUTIVE SUMMARY

NOTE: EFFECTIVE JANUARY 17, 2003, HEADQUARTERS, US ARMY JOINT MUNITIONS COMMAND (JMC) WAS ESTABLISHED, THEREBY REPLACING HEADQUARTERS, US ARMY OPERATIONS SUPPORT COMMAND; ANY REFERENCE HEREIN TO THE COGNIZANT CONTRACTING ACTIVITY SHALL BE CONSTRUED TO MEAN HEADQUARTERS, JMC.

NSN: 1376-00-628-3333 (ML51)
ITEM: TRINITROTOLUENE (TNT), TYPE I, FLAKE

NSN: 1376-01-479-1067 (ML49)
ITEM: TRINITROTOLUENE (TNT), TYPE III, RECLAIMED

1. REQUEST FOR PROPOSAL (RFP) NUMBER DAAA09-02-R-0069 IS ISSUED HEREIN ON AN OTHER THAN FULL AND OPEN COMPETITIVE BASIS, WITH CONSIDERATION OF THOSE PROPOSALS TO BE SUBMITTED IN RESPONSE TO THIS SOLICITATION RESTRICTED TO PRODUCERS TO BE LOCATED WITHIN THE NATIONAL TECHNOLOGY AND INDUSTRIAL BASE (NTIB); AUTHORITY FOR OTHER THAN FULL AND OPEN COMPETITION SHALL BE 10 USC 2304 (c)(3), PURSUANT TO THOSE REQUIREMENTS AS SPECIFIED AT FAR 6.302-3. BY LOCATING WITHIN THE NTIB, THE OFFEROR AGREES TO ESTABLISH, MAINTAIN AND OPERATE A VIRGIN TNT PRODUCTION FACILITY WITHIN THE UNITED STATES AND/OR CANADA THAT WILL BE CAPABLE OF SUPPLYING MATERIAL, I.E. VIRGIN TNT, AT THE REQUIRED LEVELS, TO COMMENCE WITHIN THIRTY-SIX (36) MONTHS AFTER CONTRACT AWARD. AFTER THE THIRTY-SIX (36) MONTH PERIOD, ALL TNT TO BE SUPPLIED UNDER THIS CONTRACT ACTION SHALL BE PRODUCED AT THE NTIB FACILITY. A VIRGIN TNT PRODUCTION FACILITY THAT IS FLEXIBLE, I.E. A FACILITY THAT CAN EASILY BE MODIFIED TO PRODUCE OTHER ENERGETIC MATERIALS, IS HIGHLY DESIRABLE. AS AN ADDITIONAL SOURCE, RECLAIMED TNT (ORIGINATING FROM GOVERNMENT-FURNISHED MATERIAL (GFM) AS OFFERED HEREIN AND THAT HAS THE POTENTIAL FOR PROVIDING TNT THROUGH RECLAMATION) CAN BE SUPPLIED PRIOR TO, AND CONCURRENT WITH, TNT PRODUCTION IN ORDER TO SATISFY THE GOVERNMENT'S DELIVERY REQUIREMENTS AS SPECIFIED BELOW; SEE SECTIONS C AND I FOR TECHNICAL AND QUALIFICATION REQUIREMENTS RELATIVE TO RECLAIMED TNT. FINALLY, VIRGIN TNT ORIGINATING FROM A FOREIGN PRODUCTION SOURCE CAN BE PROPOSED FOR SUPPLY IN THE EVENT THAT SAID MATERIAL IS NEEDED AS A LAST ALTERNATIVE IN SATISFACTION OF THE GOVERNMENT'S DELIVERY REQUIREMENTS.

2. WITH REGARD TO RESTRICTION OF OFFERORS TO THOSE ENTITIES WITHIN THE NTIB, IT IS NOTED THAT FOREIGN OFFERORS SHALL NOT BE PRECLUDED FROM SUBMITTING A COMPETITIVE PROPOSAL IN RESPONSE TO THIS SOLICITATION, PROVIDED, SAID PROPOSAL ADDRESSES AND SATISFIES THE REQUIREMENT RELATIVE TO THE ESTABLISHMENT OF A FLEXIBLE VIRGIN TNT PRODUCTION CAPABILITY WITHIN THE NTIB.

3. WITH REGARD TO THE CONCEPT OF THE FLEXIBILITY OF ANY VIRGIN TNT PRODUCTION FACILITY TO BE LOCATED WITHIN THE NTIB, AS REFERENCED IN SECTIONS A, L AND M HEREIN, THE FOLLOWING IS OFFERED:

SECTION 834 OF THE NATIONAL DEFENSE AUTHORIZATION ACT FOR FISCAL YEAR 2002 REQUIRES THE SECRETARY OF DEFENSE TO ENSURE THE SAFETY OF MUNITIONS UNDER DEVELOPMENT OR PROCUREMENT. THE ARMED SERVICES OF THE UNITED STATES ARE CONTINUING TO DEVELOP LESS SENSITIVE EXPLOSIVE FILLS FOR ITS MUNITION SYSTEMS IN ACCORDANCE WITH DEPARTMENT OF DEFENSE (DoD) REGULATION 5000.2-R, I.E. "MANDATORY PROCEDURES FOR MAJOR DEFENSE PROGRAMS" (AT PARAGRAPH C5.3.4.), WHICH SPECIFIES THAT ALL MUNITION/WEAPON SYSTEMS SHALL BE DESIGNED TO WITHSTAND UNPLANNED STIMULI AND WILL USE MATERIALS CONSISTENT WITH SAFETY AND INTEROPERABILITY REQUIREMENTS. FURTHER, INTEROPERABILITY SHALL BE CERTIFIED, TO INCLUDE INSENSITIVE MUNITIONS (IM) REQUIREMENTS, PURSUANT TO CHAIRMAN, JOINT CHIEFS OF STAFF INSTRUCTION (CJCSI) 3170.01B, I.E. "REQUIREMENTS GENERATION SYSTEMS" (AT ENCLOSURE B, PARAGRAPHS 2.b.(3)(b) AND (c). FOR PURPOSES OF REFERENCE, THE AFOREMENTIONED DIRECTION HAS BEEN INCLUDED AS AN ATTACHMENT TO THE SOLICITATION - SEE SECTION J. WHILE SPECIFIC EXPLOSIVE/IM FORMULATIONS ARE UNKNOWN AT THIS TIME, OFFERORS ARE STRONGLY ENCOURAGED TO ADDRESS HOW ANY PROPOSED NTIB VIRGIN TNT PRODUCTION FACILITY COULD BE ADAPTED TO SATISFY THE DoD'S DESIRE TO WORK TOWARDS IM FOR ITS MUNITION SYSTEMS. A FLEXIBLE MANUFACTURING CAPABILITY IS DESCRIBED FURTHER IN SECTION L.

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4. OFFERORS ARE ADVISED THAT A BEST VALUE APPROACH SHALL BE UTILIZED TO EVALUATE THOSE PROPOSALS SUBMITTED IN RESPONSE TO THIS SOLICITATION. COST/PRICE AND NON-COST/PRICE-RELATED FACTORS, I.E. MANAGEMENT/TECHNICAL, PAST PERFORMANCE AND SMALL BUSINESS UTILIZATION, SHALL BE THOSE EVALUATION FACTORS TO BE EMPLOYED. UNDER THIS BEST VALUE METHODOLOGY, THE GOVERNMENT IS NOT BOUND TO EFFECT AN AWARD TO THE LOWEST-PRICED EVALUATED OFFER IN THE EVENT THAT EVALUATION OF THE NON-COST/PRICE RELATED FACTORS JUSTIFY AND SUPPORT THE PAYMENT OF A PREMIUM - SEE SECTIONS L AND M. OFFERORS ARE CAUTIONED THAT AWARD MAY BE EFFECTED BASED UPON INITIAL PROPOSALS AS SUBMITTED, WITHOUT THE CONDUCT OF ANY FORMAL DISCUSSION(S).

5. INFORMATION WITH RESPECT TO FINANCIAL RESPONSIBILITY AS REQUIRED HEREIN FOR PROPOSAL SUBMITTAL SHALL BE UTILIZED BY THE GOVERNMENT TO ASSIST IN A DETERMINATION OF RESPONSIBILITY IN SUPPORT OF CONTRACT AWARD.

6. IT IS CONTEMPLATED THAT SUBSEQUENT TO EVALUATION OF OFFERS SUBMITTED IN RESPONSE TO THIS SOLICITATION, AN INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) TYPE CONTRACT SHALL BE AWARDED THAT WILL PROVIDE FOR THE ISSUANCE OF FIRM FIXED-PRICED (FFP) DELIVERY ORDERS THAT WOULD SATISFY SPECIFIED GOVERNMENT REQUIREMENTS FOR TNT OVER THE PERIOD, FISCAL YEAR (FY) 03-07. THIS IDIQ CONTRACT IS INTENDED TO SATISFY FIVE (5) YEAR REQUIREMENTS FOR TNT IN SUPPORT OF THE U.S. AIR FORCE'S GENERAL PURPOSE (GP) BOMB REQUIREMENTS, ACCORDINGLY, PROPOSALS SUBMITTED IN RESPONSE TO THIS SOLICITATION SHOULD BE REFLECTIVE OF THIS STRATEGY.

7. IN ACCORDANCE WITH DFARS 217.170(a), AND SUBSEQUENT TO EVALUATION OF OFFERS AND PERFORMANCE OF AN ANALYSIS OF THE INFORMATION AS CONTAINED THEREIN, THE GOVERNMENT SHALL DETERMINE THE ACQUISITION TO BE PURSUED CONTRACTUALLY, I.E. AWARD OF A FIVE (5) PROGRAM YEAR, MULTI-YEAR PROCUREMENT, OR IN THE ALTERNATIVE, AWARD OF A ONE (1) YEAR CONTRACT AGREEMENT THAT PROVIDES FOR THE EXERCISE OF FOUR (4) FIXED-PRICED, EVALUATED OPTIONS (MULTIPLE YEAR). AWARD WILL NOT BE EFFECTED FOR LESS THAN THE MINIMUM FIRST PROGRAM YEAR'S REQUIREMENT. THE GOVERNMENT SHALL HAVE THE ABILITY TO AWARD EITHER STRUCTURE BASED UPON THE ORIGINAL PROPOSAL AS SUBMITTED, WITHOUT THE CONDUCT OF FURTHER DISCUSSION(S). IN THE EVENT THE GOVERNMENT DETERMINES BEFORE AWARD THAT ONLY THE FIRST PROGRAM YEAR REQUIREMENTS ARE NEEDED, THE GOVERNMENT'S EVALUATION OF PROPOSALS AS SUBMITTED SHALL CONSIDER ONLY THE OFFEROR'S FIRST YEAR OF THE MULTIPLE YEAR PRICING. ACCORDINGLY, IN SUPPORT OF THIS DETERMINATION, OFFERORS SHOULD PROPOSE PRICING THAT WOULD FACILITATE AWARD OF EITHER CONTRACTUAL ALTERNATIVE. WITH RESPECT TO PROPOSED MULTI-YEAR OR MULTIPLE-YEAR AWARD PRICING, ATTENTION IS DIRECTED TO SECTION B OF THE RFP.

8. APPLICABLE ORDERING PERIODS FOR EACH PROGRAM/FISCAL YEAR UNDER THE CONTEMPLATED MULTI-YEAR OR MULTIPLE YEAR IDIQ CONTRACT ARE SPECIFIED AT SECTION I. QUANTITY REQUIREMENTS FOR EACH OF THE FIVE (5) PROGRAM/FISCAL YEARS SHALL BE 4,000,000 LBS - 15,000,000 LBS.

9. AT A MINIMUM, OFFERORS SHALL PROPOSE PRICING FOR THE THREE (3) QUANTITY RANGES AS SPECIFIED IN SECTION B, CLINs 0001 - 0005, FOR EACH OF THE CONTRACTUAL METHODS; THE SINGLE UNIT AND EXTENDED PRICE LINES AS PROVIDED IN THE SOLICITATION AT THE CLIN LEVEL, I.E. CLINs 0001 - 0005, SHOULD BE DISREGARDED - NO ENTRY BY THE OFFEROR IS REQUIRED. AS PART OF PROPOSAL SUBMITTAL, OFFERORS SHALL BE AUTHORIZED AND ARE ENCOURAGED TO MODIFY THESE RANGES IN ORDER THAT THEY MORE ACCURATELY REFLECT OPTIMUM/ECONOMIC PRODUCTION QUANTITIES; THIS COULD INCLUDE THE ADDITION OF RANGES BETWEEN THE MINIMUM (4M LBS PER PROGRAM YEAR) AND MAXIMUM (15M LBS PER PROGRAM YEAR) ORDER QUANTITIES FOR EACH PROGRAM YEAR, TO A MAXIMUM TOTAL OF FIVE (5) INDIVIDUAL QUANTITY RANGES. REGARDLESS OF THE NUMBER AND SIZE OF INDIVIDUAL RANGES PROPOSED, THE RANGE STRUCTURE ESTABLISHED FOR THE MULTI-YEAR AND MULTIPLE YEAR APPROACHES SHALL BE IDENTICAL.

10. UNDER EITHER A MULTI-YEAR OR MULTIPLE YEAR PROCUREMENT, THE GOVERNMENT SHALL HAVE THE ABILITY TO ISSUE MULTIPLE DELIVERY ORDERS THROUGHOUT THE ORDERING PERIOD FOR EACH INDIVIDUAL PROGRAM YEAR, UP TO AND INCLUDING THE MAXIMUM ORDER QUANTITY. THE OFFEROR IS INSTRUCTED TO ESTABLISH A CONTRACT PRICE STRUCTURE FOR RETROACTIVE PRICE ADJUSTMENTS TO BE TRIGGERED AUTOMATICALLY AS THE INITIAL AND SUBSEQUENT DELIVERY ORDERS RAISE THE CUMULATIVE QUANTITY EXECUTED IN EACH PROGRAM YEAR ACROSS RANGE THRESHOLDS. ATTACHMENT 024 CONTAINS AN EXAMPLE ILLUSTRATING THE INTENDED PRICING STRUCTURE AND EXECUTION MECHANISM - SEE SECTION J. IT IS NOTED THAT THE COLOR CODING INDICATES THE RANGE PRICING IN EFFECT AS A RESULT OF THE IMPACT OF EACH DELIVERY ORDER ON THE CUMULATIVE QUANTITY EXECUTED WITHIN THE PROGRAM YEAR.

11. DESTINATION/SHIP TO ADDRESS: SUPP ADD W90Y61
McALESTER ARMY AMMUNITION PLANT
McALESTER, OK 74501-9002

12. DELIVERY SCHEDULES: RECEIPT OF THE INITIAL TNT DELIVERY SHALL BE REQUIRED, OCTOBER 31, 2003, WITH DELIVERIES THEREAFTER AT A MONTHLY RATE THAT SHALL BE DEPENDENT UPON THE TOTAL QUANTITY ON ORDER FOR EACH INDIVIDUAL PROGRAM YEAR, AS FOLLOWS:

<u>QUANTITY (LBS) PER PROGRAM YEAR</u>	<u>MONTHLY DELIVERY RATE (LBS)</u>
4,000,000 - 5,999,999	500,000
6,000,000 - 8,999,999	750,000
9,000,000 - 11,999,999	1,000,000
12,000,000 - 15,000,000	1,250,000

AS PART OF BEST VALUE PROPOSAL INPUT TO BE SUBMITTED IN RESPONSE TO SECTION L REQUIREMENTS, THE OFFEROR SHALL DESCRIBE ITS PLAN TO SATISFY TNT DELIVERY REQUIREMENTS AS DELINEATED ABOVE WITH MATERIAL TO BE SUPPLIED FROM THE PROPOSED PRODUCTION SOURCES, I.E. VIRGIN TNT TO BE SUPPLIED FROM A NTIB PRODUCTION FACILITY, RECLAIMED TNT SUPPLY, AND VIRGIN TNT TO BE SUPPLIED FROM A FOREIGN PRODUCTION FACILITY. AN OFFEROR MAY PROPOSE AN ALTERNATE DELIVERY SCHEDULE FOR THE PURPOSE OF ESTABLISHING AND MAINTAINING CONTINUITY OF PERFORMANCE, PROVIDED, THAT RECEIPT OF THE INITIAL DELIVERY SHALL BE AS SPECIFIED ABOVE AND THAT THE ALTERNATE DELIVERY SCHEDULE DOES NOT EXCEED A TWELVE (12) MONTH PERFORMANCE PERIOD.

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13. EARLIER DELIVERY OF CONTRACT REQUIREMENTS SHALL BE ACCEPTABLE AT NO ADDITIONAL COST TO THE GOVERNMENT, PROVIDED, COORDINATION AND APPROVAL BY THE GOVERNMENT IN SUPPORT OF EARLY DELIVERY IS SECURED.
14. FIRST ARTICLE TEST (FAT) REQUIREMENTS ARE SPECIFIED AT SECTION E HEREIN. SATISFACTION OF FAT REQUIREMENTS ARE REQUIRED FOR EACH PRODUCTION SOURCE AS PROPOSED, I.E. VIRGIN TNT TO BE SUPPLIED FROM A NTIB PRODUCTION FACILITY, RECLAIMED TNT SUPPLY, AND VIRGIN TNT TO BE SUPPLIED FROM A FOREIGN PRODUCTION FACILITY.
15. THE GOVERNMENT WILL OFFER MATERIAL THAT HAS THE POTENTIAL FOR RECLAMATION OF TNT. IN SUPPORT OF CONTRACT PERFORMANCE, SPECIFICALLY THE EXTRACTION AND SUPPLY OF RECLAIMED TNT FROM GFM, A LISTING OF AVAILABLE GFM IS ATTACHED HEREIN - SEE SECTION J. RELATIVE TO THE SUPPLY OF RECLAIMED TNT, ATTENTION IS DIRECTED TO THOSE QUALIFICATION REQUIREMENTS AS SPECIFIED HEREIN - SEE SECTION I.
16. A LISTING OF EXCESS GOVERNMENT PRODUCTION EQUIPMENT THAT IS LOCATED AT THE VOLUNTEER ARMY AMMUNITION PLANT (VAAP)/CHATTANOOGA, TN AND WOULD BE AVAILABLE IN SUPPORT OF CONTRACT PERFORMANCE IS ATTACHED HEREIN - SEE SECTION J. IN THE EVENT THAT AN OFFEROR DESIRES TO UTILIZE ANY ITEM AS LISTED THEREIN, THE OFFEROR, AS THE AWARDEE, SHALL BE RESPONSIBLE FOR ANY AND ALL COSTS TO BE INCURRED AS ASSOCIATED WITH THE REMOVAL, TRANSPORT, REHABILITATION AND/OR INSTALLATION OF SAID EQUIPMENT.
17. THE DEPARTMENT OF DEFENSE IDENTIFICATION CODE (DoDIC) FOR TNT SHALL BE AS REFLECTED ABOVE. THIS ALPHA/NUMERIC DESIGNATION SHALL BE INCLUDED ANYTIME WHERE THE APPLICABLE NATIONAL STOCK NUMBER IS REFERENCED.
18. TRANSPORTATION TERMS: FREE ON BOARD (F.O.B.) DESTINATION
 CONUS SURFACE PORTS: SUNNY POINT, NC
 CONCORD, CA
 PORT HADLOCK, WA
 CONUS MILITARY AIRPORTS: DOVER AIR FORCE BASE (AFB), DE
 TRAVIS AFB, CA
19. ALL MILITARY AND CIVILIAN AGENCIES SHIPPING OR ARRANGING FOR THE ACQUISITION AND SHIPMENT OF CONTRACT MATERIAL BY GOVERNMENT CONTRACTORS, THROUGH THE USE OF MILITARY-CONTROLLED TRANSPORT OR THROUGH MILITARY TRANSPORTATION FACILITIES, SHALL ADHERE TO DEPARTMENT OF DEFENSE (DoD) REGULATION 4500.32R AND MILITARY STANDARD TRANSPORTATION AND MOVEMENT PROCEDURES (MILSTAMP).
20. BASED UPON THE NATURE OF THE END-ITEM TO BE SUPPLIED TO THE GOVERNMENT, A PREAWARD SURVEY SHALL BE CONDUCTED AT THE APPLICABLE PLACE(S) OF PERFORMANCE, THAT AT A MINIMUM SHALL ADDRESS SAFETY AND SECURITY CONSIDERATIONS. SAID SURVEY SHALL ADDRESS EACH OF THE PRODUCTION OPTIONS AVAILABLE UNDER THIS RFP, I.E. VIRGIN TNT TO BE PRODUCED AT A NTIB FACILITY, RECLAIMED TNT TO BE EXTRACTED FROM GFM, AND FOREIGN VIRGIN TNT PRODUCTION.
21. THIS ITEM IS CONSIDERED TO BE SENSITIVE AMMUNITION/EXPLOSIVES AND REQUIRES A PHYSICAL SECURITY PRE-AWARD SURVEY. THIS SURVEY WILL BE CONDUCTED BY THE COGNIZANT DEFENSE SECURITY SERVICE OFFICE. THE DEFENSE CONTRACT MANAGEMENT AGENCY (DCMA) OR THE COGNIZANT CONTRACT ADMINISTRATION OFFICE (CAO) WILL ARRANGE FOR A PRE-AWARD SURVEY AS PRESCRIBED AT DFARS 223.72, "SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION AND EXPLOSIVES". IN ACCORDANCE WITH SECTION (c) OF PART 252.223-7007, A STATEMENT OF WORK THAT SPECIFIES REQUIREMENTS FOUND IN DoD 5100.76M IS ATTACHED TO THIS SOLICITATION. REFER TO ATTACHMENT 003 ENTITLED "SECURITY STATEMENT OF WORK (SOW), PHYSICAL SECURITY STANDARDS FOR DoD SECURITY RISK CATEGORY III/IV AMMUNITION AND EXPLOSIVES (A&E) AT CONTRACTOR-OWNED, CONTRACTOR-OPERATED (COCO) FACILITIES".
22. A PREAWARD SURVEY MAY BE CONDUCTED TO DETERMINE THE FINANCIAL AND TECHNICAL ABILITY TO PERFORM UNDER ANY SUBSEQUENT CONTRACT. CURRENT FINANCIAL STATEMENTS AND OTHER PERTINENT DATA SHALL BE AVAILABLE AT THAT TIME, AS REQUIRED.
23. PROSPECTIVE OFFERORS ARE DIRECTED TO THE PROVISION IN SECTION L WITH REGARD TO CENTRAL CONTRACTOR REGISTRATION (CCR). IN ORDER TO FACILITATE ANY CONTRACT AWARD, AN OFFEROR MUST BE REGISTERED WITHIN THE CCR SYSTEM.
24. THIS SOLICITATION IS OPEN TO COMPETITION BETWEEN DoD ACTIVITIES AND PRIVATE FIRMS UNDER THE AUTHORITY AT 10 USC 2208j. AMMUNITION PLANTS AND OTHER PUBLIC ENTITIES THAT MEET THE REQUIREMENTS OF 10 USC 2208j ARE AVAILABLE AS POTENTIAL SUBCONTRACTORS.
25. THE EXECUTIVE SUMMARY AS ANNOTATED ABOVE IS PROVIDED AS AN ADMINISTRATIVE CONVENIENCE AND IS NOT TO BE UTILIZED AS THE SOLE BASIS FOR PROPOSAL PREPARATION. FURTHER, THIS SUMMARY IS NOT INTENDED TO ALTER AND/OR REPLACE THE TERMS, CONDITIONS AND REQUIREMENTS OF THE RFP IN ANY MANNER. WHERE ANY INCONSISTENCY EXISTS BETWEEN THIS SUMMARY AND OTHER SOLICITATION LANGUAGE, THE RFP PROVISION SHALL PREVAIL.

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>FY 03 REQUIREMENTS - TNT</u></p> <p>NOUN: TRINITROTOLUENE (TNT) FSCM: 19200 PART NR: MIL-T-248-T1 SECURITY CLASS: Unclassified</p> <p>PROGRAM YEAR: 1</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG_CD MARK_FOR TP_CD</u> 001</p> <p>FOB POINT: Destination</p> <p>MULTI-YEAR RANGES FOR FY03/PROGRAM YEAR 1</p> <div style="display: flex; justify-content: space-between;"> QUANTITY 4,000,000 LBS TO 5,999,999 LBS \$ _____ </div> <div style="display: flex; justify-content: space-between;"> QUANTITY 6,000,000 LBS TO 8,999,999 LBS \$ _____ </div> <div style="display: flex; justify-content: space-between;"> QUANTITY 9,000,000 LBS TO 15,000,000 LBS \$ _____ </div> <p>NOTE: PROPOSED MULTI-YEAR PRICING SHALL REFLECT LEVEL UNIT PRICING IN ACCORDANCE WITH FAR 17.106-3(g).</p> <p>MULTIPLE YEAR RANGES FOR FY03/PROGRAM YEAR 1</p> <div style="display: flex; justify-content: space-between;"> QUANTITY 4,000,000 LBS TO 5,999,999 LBS \$ _____ </div> <div style="display: flex; justify-content: space-between;"> QUANTITY 6,000,000 LBS TO 8,999,999 LBS \$ _____ </div> <div style="display: flex; justify-content: space-between;"> QUANTITY 9,000,000 LBS TO 15,000,000 LBS \$ _____ </div> <p>(End of narrative F001)</p> <p><u>FY04 REQUIREMENTS - TNT</u></p> <p>NOUN: TRINITROTOLUENE (TNT)</p>			\$ _____	\$ _____
0002				\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>FSCM: 19200 PART NR: MIL-T-248-T1 SECURITY CLASS: Unclassified</p> <p>PROGRAM YEAR: 2</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001</p> <p>FOB POINT: Destination</p> <p>MULTI-YEAR RANGES FOR FY04/PROGRAM YEAR 2</p> <p>QUANTITY 4,000,000 LBS TO 5,999,999 LBS</p> <p>QUANTITY 6,000,000 LBS TO 8,999,999 LBS</p> <p>QUANTITY 9,000,000 LBS TO 15,000,000 LBS</p> <p>NOTE: PROPOSED MULTI-YEAR PRICING SHALL REFLECT LEVEL UNIT PRICING IN ACCORDANCE WITH FAR 17.106-3(g).</p> <p>MULTIPLE YEAR RANGES FOR FY04/PROGRAM YEAR 2 (FIRST OPTION YEAR)</p> <p>QUANTITY 4,000,000 LBS TO 5,999,999 LBS</p> <p>QUANTITY 6,000,000 LBS TO 8,999,999 LBS</p> <p>QUANTITY 9,000,000 LBS TO 15,000,000 LBS</p> <p>NOTE: IF SEPARATE PRICES ARE NOT PROPOSED FOR THE EVALUATED OPTION QUANTITIES, EVALUATION SHALL BE CONDUCTED IN ACCORDANCE WITH PARAGRAPH c. OF THE FEDERAL ACQUISITION REGULATION (FAR) CLAUSE AT 52.217-6, "EVALUATED OPTION FOR INCREASED QUANTITY", AS INCLUDED IN SECTION I OF THIS SOLICITATION.</p> <p>(End of narrative F001)</p>			\$ _____ \$ _____ \$ _____	
0003	<u>FY05 REQUIREMENTS - TNT</u>			\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	NOUN: TRINITROTOLUENE (TNT) FSCM: 19200 PART NR: MIL-T-248-T1 SECURITY CLASS: Unclassified PROGRAM YEAR: 3 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 FOB POINT: Destination MULTI-YEAR RANGES FOR FY05/PROGRAM YEAR 3 QUANTITY 4,000,000 LBS TO 5,999,999 LBS QUANTITY 6,000,000 LBS TO 8,999,999 LBS QUANTITY 9,000,000 LBS TO 15,000,000 LBS NOTE: PROPOSED MULTI-YEAR PRICING SHALL REFLECT LEVEL UNIT PRICING IN ACCORDANCE WITH FAR 17.106-3(g). MULTIPLE YEAR RANGES FOR FY05/PROGRAM YEAR 3 (SECOND OPTION YEAR) QUANTITY 4,000,000 LBS TO 5,999,999 LBS QUANTITY 6,000,000 LBS TO 8,999,999 LBS QUANTITY 9,000,000 LBS TO 15,000,000 LBS NOTE: IF SEPARATE PRICES ARE NOT PROPOSED FOR THE EVALUATED OPTION QUANTITIES, EVALUATION SHALL BE CONDUCTED IN ACCORDANCE WITH PARAGRAPH c. OF THE FEDERAL ACQUISITION REGULATION (FAR) CLAUSE AT 52.217-6, "EVALUATED OPTION FOR INCREASED QUANTITY", AS INCLUDED IN SECTION I OF THIS SOLICITATION. (End of narrative F001)			\$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ 	
0004	FY06 REQUIREMENTS - TNT			\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>NOUN: TRINITROTOLUENE (TNT) FSCM: 19200 PART NR: MIL-T-248-T1 SECURITY CLASS: Unclassified</p> <p>PROGRAM YEAR: 4</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001</p> <p>FOB POINT: Destination</p> <p>MULTI-YEAR RANGES FOR FY06/PROGRAM YEAR 4</p> <div style="margin-left: 40px;"> <p>QUANTITY 4,000,000 LBS TO 5,999,999 LBS</p> <p>QUANTITY 6,000,000 LBS TO 8,999,999 LBS</p> <p>QUANTITY 9,000,000 LBS TO 15,000,000 LBS</p> </div> <p>NOTE: PROPOSED MULTI-YEAR PRICING SHALL REFLECT LEVEL UNIT PRICING IN ACCORDANCE WITH FAR 17.106-3(g).</p> <p>MULTIPLE YEAR RANGES FOR FY06/PROGRAM YEAR 4 (THIRD OPTION YEAR)</p> <div style="margin-left: 40px;"> <p>QUANTITY 4,000,000 LBS TO 5,999,999 LBS</p> <p>QUANTITY 6,000,000 LBS TO 8,999,999 LBS</p> <p>QUANTITY 9,000,000 LBS TO 15,000,000 LBS</p> </div> <p>NOTE: IF SEPARATE PRICES ARE NOT PROPOSED FOR THE EVALUATED OPTION QUANTITIES, EVALUATION SHALL BE CONDUCTED IN ACCORDANCE WITH PARAGRAPH c. OF THE FEDERAL ACQUISITION REGULATION (FAR) CLAUSE AT 52.217-6, "EVALUATED OPTION FOR INCREASED QUANTITY", AS INCLUDED IN SECTION I OF THIS SOLICITATION.</p> <p>(End of narrative F001)</p>			<div style="margin-top: 400px;">\$ _____</div> <div style="margin-top: 20px;">\$ _____</div> <div style="margin-top: 20px;">\$ _____</div> <div style="margin-top: 150px;">\$ _____</div> <div style="margin-top: 20px;">\$ _____</div> <div style="margin-top: 20px;">\$ _____</div>	

[illegible]

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
B-1	252.225-7008 DFARS	SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY	MAR/1998

In accordance with paragraph (b) of the Duty-Free Entry clause of this contract, in addition to dutyfree entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act--Trade Agreements--Balance of Payments Program clause or the Buy American Act--North American Free Trade Agreement Implementation Act-Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry:

NONE.

(BA6700)

B-2 MULTI-YEAR PROCUREMENT - CANCELLATION CEILING AND CANCELLATION/FUNDING DATES

1. REFERENCE FAR 17.106-1.
2. PURSUANT TO FAR 52.217-2, AS INCORPORATED BY REFERENCE AT SECTION I HEREIN, NOTIFICATION WITH RESPECT TO PROGRAM FUNDING FOR EACH INDIVIDUAL YEAR'S PROGRAM REQUIREMENT SHALL BE PROVIDED BY THE PROCURING CONTRACTING OFFICER IN THE EVENT THAT FUNDING, OR IN THE ALTERNATIVE, CANCELLATION OF FUNDING, IS CONFIRMED. IN NO CASE WILL SAID NOTICE BE TRANSMITTED, OR NOTICE OF REQUIRED EXTENSION TO THIS DATE, BE MADE LATER THAN APRIL 30TH OF THE APPLICABLE PROGRAM YEAR, E.G. NOTICE THAT PROGRAM YEAR 2/FY04 REQUIREMENT IS FUNDED, CANCELLED OR NOTICE OF A REQUIRED EXTENSION SHALL BE TRANSMITTED NO LATER THAN APRIL 30, 2004.
3. AS A PART OF PROPOSAL SUBMITTAL, THE OFFEROR SHALL PROVIDE A CANCELLATION CEILING FOR THOSE PROGRAM YEARS ANNOTATED BELOW. UPON AWARD OF AN INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) CONTRACT AS CONTEMPLATED UNDER THIS SOLICITATION, SAID CEILINGS SHALL BE INCORPORATED INTO THE CONTRACT, AND WILL BECOME OPERABLE ONLY IN THE EVENT OF PROGRAM CANCELLATION. THE CEILINGS AS ANNOTATED BELOW SHALL BE CONSTRUED AS NOT TO EXCEED (NTE) AMOUNTS, SUBJECT TO DOWNWARD REVISION ONLY.
4. THE CANCELLATION CEILINGS TO BE PROVIDED SHALL BE DEVELOPED CONSISTENT WITH THAT METHODOLOGY AS SPECIFIED AT FAR 17.106-1(c). THE CANCELLATION CEILING TO BE PROPOSED SHALL NOT BE AN EVALUATION FACTOR FOR AWARD.
5. CANCELLATION CEILINGS SHALL BE ESTABLISHED AS FOLLOWS:

PROGRAM YEAR 2/FY04 REQUIREMENTS: _____

PROGRAM YEAR 3/FY05 REQUIREMENTS: _____

PROGRAM YEAR 4/FY06 REQUIREMENTS: _____

PROGRAM YEAR 5/FY07 REQUIREMENTS: _____

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Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.246-4506 OSC	STATEMENT OF WORK FOR STATISTICAL PROCESS CONTROL	FEB/1999
C-2	52.210-4501 OSC	DRAWINGS/SPECIFICATION	MAR/1988

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing MIL-T-248-T1 with revisions in effect as of 07 NOV 01 (except as follows):

ITEM SHALL BE PROCURED IN ACCORDANCE WITH MIL-DTL-248D.

THE FOLLOWING PARAGRAPHS SPECIFY PERFORMANCE ORIENTED PACKAGING (POP) TEST AND HEAT TREATMENT OF WOOD REQUIREMENTS SHALL BE INCLUDED IN THIS CONTRACT:

ENGINEERING CHANGE PROPOSAL (ECP) NUMBERS R1Q2008 AND R1Q2036 FOR MIL-T-248-1 SHALL APPLY TO THIS CONTRACT.

PERFORMANCE ORIENTED PACKAGING: PRIOR TO SHIPMENT, THE MANUFACTURER SHALL MAKE SURE THE CONTAINER HAS BEEN TESTED BY A GOVERNMENT-APPROVED PERFORMANCE ORIENTED PACKAGING (POP) TEST LABORATORY FOR COMPLIANCE WITH POP REQUIREMENTS IN ACCORDANCE WITH TITLE 49 CODE OF FEDERAL REGULATIONS. TEST WILL BE TO A WEIGHT AT LEAST 10% GREATER THAN THE ACTUAL GROSS WEIGHT TO BE MARKED ON THE TESTED CONTAINER. POP MARKING SHALL NOT BE APPLIED TO THE CONTAINER UNTIL VERIFIED BY THE GOVERNMENT. THE POP TEST REPORT SHALL BE GENERATED BY THE MANUFACTURER/LABORATORY IN ACCORDANCE WITH DI-PACK-81059 (DATA ITEM DESCRIPTION) FOLLOWING THE TEST. THE REPORT MUST BE KEPT ON FILE BY THE CONTRACTOR AND MUST ALSO BE SUBMITTED IN ACCORDANCE WITH DI-PACK-81059 TO THE U.S. ARMY TANK-AUTOMOTIVE COMMAND - ARMAMENT RESEARCH, DEVELOPMENT AND ENGINEERING CENTER (TACOM - ARDEC), ATTN: AMSTA-AR-WEP, PICATINNY ARSENAL, NJ 07806-5000. FOR MULTI-YEAR CONTRACTS, THE CONTRACTOR SHALL RE-PERFORM POP TESTING AT A CERTIFIED TEST LABORATORY IF: (A) THE INITIAL POP TEST REPORT EXPIRES BEFORE THE END OF THE CONTRACT; OR (B) THERE IS A CHANGE IN CONTAINER MANUFACTURER OR DESIGN OF THE EXTERIOR SHIPPING CONTAINER. NO RE-TEST IS NEEDED IF ALL PACKAGING IS PURCHASED WHILE UNDER AN UNEXPIRED POP TEST.

WOOD PACKAGING MATERIALS: THE FOLLOWING APPLIES IF HEAT TREATMENT OF WOOD IS SPECIFIED IN THE CONTRACT: ALL NON-MANUFACTURED WOOD USED IN PACKAGING OR UNITIZATION SHALL BE HEAT TREATED TO A CORE TEMPERATURE OF 56 DEGREES CELSIUS FOR A MINIMUM OF 30 MINUTES. THE BOX, WOOD PACKAGING AND PALLET MANUFACTURERS SHALL BE AFFILIATED WITH AN INSPECTION AGENCY ACCREDITED BY THE BOARD OF REVIEW OF THE AMERICAN LUMBER STANDARD COMMITTEE. AN INTERNATIONAL SOURCE OF WOOD MUST BE ACCREDITED BY AN INTERNATIONAL PLANT PROTECTION CONVENTION STANDARD. BOXES AND ANY WOOD USED AS INNER PACKAGING MADE OF NON-MANUFACTURED WOOD SHALL BE HEAT TREATED. THE QUALITY MARK SHALL BE PLACED ON BOTH ENDS OF THE OUTER PACKAGING (BETWEEN THE END CLEATS OR BATTENS, IF APPLICABLE). QUALITY MARKS FOR PALLETS SHALL BE PLACED ON TWO (2) OPPOSITE END POSTS. QUALITY MARK FOR WOOD UNITIZATION COMPONENTS SHALL BE PLACED ON TWO (2) OPPOSITE SIDES.

NOTE: REQUIREMENT FOR HEAT TREATMENT OF WOOD PACKAGING MATERIAL SHALL BE APPLICABLE FOR TNT TO BE SUPPLIED FROM OCONUS SOURCES ONLY.

GOVERNMENT-FURNISHED MATERIAL (GFM)/GOVERNMENT-FURNISHED EQUIPMENT (GFE):

SEE SECTION J.

(CS6100)

C-3	52.247-4503 OSC	STATEMENT OF WORK - TRANSPORTATION SECURITY REQUIREMENTS	MAY/1993
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Supplies procured under this contract are identified as Sensitive Catagory III, requiring Transportation Protective Service (TPS) in accordance with DOD 5100.76M (Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives) and AR 55-355/DLAR 4500.3 (Defense Traffic Management Regulation) as added to or amended by applicable military service policies in accordance with guidance provided by Defense Logistics Agency (DLA)/Defense Contract Management Command (DCMC) or other components assigned to provide contract administration services (CAS) within designated/delegated geographic areas as specified under DOD 4105.59H, DOD Directory of Contract Adminstrtion Service Components, dated January 1985, and subsequent issues thereof for offshore/OCONUS procurements.

(End of Statement of Work)

(CS6101)

C-4	52.225-4502	STATEMENT OF WORK - ENGLISH LANGUAGE DOCUMENTATION	FEB/1992
	OSC		

All contractor prepared material to be furnished under this contract shall be written in the English language.

(CS7103)

C-5	52.248-4502	CONFIGURATION MANAGEMENT DOCUMENTATION	MAY/2001
	OSC		

(End of Clause)

(CS7600)

C-6	ADDITIONAL REQUIREMENTS, RECLAIMED TNT FROM M117 BOMBS		
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TNT TO BE RECOVERED FROM TRITONAL SHALL MEET ALL OF THE FOLLOWING CONDITIONS:

(1) TNT RECOVERED FROM TRITONAL SHALL COMPLY WITH ALL REQUIREMENTS, SAMPLING AND VERIFICATION PROVISIONS OF MIL-DTL-248D, WITH THE FOLLOWING TWO (2) EXCEPTIONS:

A. PARAGRAPH 1.2, TYPE III: TNT RECOVERED FROM TRITONAL SHALL BE CONSIDERED TYPE III, TNT; AND

B. PARAGRAPH 3.4.1: FLAKE/GRANULE SIZE FOR ALL TYPES - THE SCREENING WITH A SCREEN OF 3/8 INCH SQUARE OPENINGS OR SMALLER SHALL NOT BE REQUIRED.

(2) THE LOT NUMBERS FOR THE TNT RECOVERED FROM TRITONAL SHALL ALSO INCLUDE THE AMMUNITION LOT NUMBER(S) FROM THE GOVERNMENT-FURNISHED BOMBS WHERE THE TRITONAL WAS RECOVERED; AND

(3) THE TOTAL CONTAMINANTS (TAR, WAX AND INSOLUBLE MATTERS) SHALL NOT EXCEED 0.05% BY WEIGHT AS REQUIRED BY THE TNT SPECIFICATION. TNT FROM TRITONAL SHALL BE TESTED FOR TAR AND WAX CONTAMINATION UTILIZING A TEST METHOD PROPOSED BY THE CONTRACTOR. THE CONTRACTOR SHALL DEMONSTRATE WITH SUPPORTING ACCURACY, PRECISION AND APPLICABILITY OF THE PROPOSED TEST METHOD, AND SHALL SUBMIT A DESCRIPTION OF THE PROPOSED TEST METHOD THROUGH THE PROCURING CONTRACTING OFFICER TO: COMMANDER, TACOM-ARDEC, ATTN: AMSTA-AR-QAT-P AND AMSTA-AR-WEA, PICATINNY ARSENAL, NJ 07806-5000. THE TEST DESCRIPTION SHALL INCLUDE, BUT NOT BE LIMITED TO, THE EQUIPMENT AND PROCEDURES USED, ACCURACY AND PRECISION OF THE METHOD, SUPPORTING TEST DATA AND DRAWINGS OF ANY SPECIAL EQUIPMENT REQUIRED. PRIOR TO USING THE PROPOSED METHOD FOR PRODUCT ACCEPTANCE, APPROVAL FROM THE PROCURING CONTRACTING OFFICER IS REQUIRED.

C-7	ADDITIONAL REQUIREMENTS, RECLAIMED TNT FROM COMPOSITION B		
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TNT TO BE RECOVERED FROM COMPOSITION B SHALL MEET ALL OF THE FOLLOWING CONDITIONS:

(1) TNT RECOVERED FROM COMPOSITION B SHALL COMPLY WITH ALL REQUIREMENTS, SAMPLING AND VERIFICATION PROVISIONS OF MIL-DTL-248D, WITH THE FOLLOWING TWO (2) EXCEPTIONS:

A. PARAGRAPH 1.2, TYPE III: TNT RECOVERED FROM COMPOSITION B SHALL BE CONSIDERED TYPE III, TNT; AND

B. PARAGRAPH 3.4.1: FLAKE/GRANULE SIZE FOR ALL TYPES - THE SCREENING WITH A SCREEN OF 3/8 INCH SQUARE OPENINGS OR SMALLER SHALL NOT BE REQUIRED.

(2) THE LOT NUMBERS FOR THE TNT RECOVERED FROM COMPOSITION B SHALL ALSO INCLUDE THE AMMUNITION LOT NUMBER(S) FROM THE GOVERNMENT-FURNISHED MATERIAL (GFM); AND

(3) TNT EXTRACTED FROM COMPOSITION B MUST ALSO BE COMPATIBLE WITH ALL COMPONENTS IN THE MUNITIONS ITEMS. THE CONTRACTOR SHALL SUBMIT SUPPORTING DATA THROUGH THE PROCURING CONTRACTING OFFICER TO: COMMANDER, TACOM-ARDEC, ATTN: AMSTA-AR-QAT-P AND AMSTA-AR-WEA, PICATINNY ARSENAL, NJ 07806-5000. PRIOR TO USING THE PROPOSED METHOD FOR PRODUCT ACCEPTANCE, APPROVAL FROM THE PROCURING CONTRACTING OFFICER IS REQUIRED.

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*** END OF NARRATIVE C 001 ***

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SECTION D - PACKAGING AND MARKING

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1	52.211-4508 OSC	PACKAGING REQUIREMENTS	JUL/1997

Packaging shall be in accordance with Drawing Number 7548645, Revision Number AF, dated 25 Feb 99.

When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.

Marking shall be in accordance with Drawing Number 7548645, Revision Number AF, dated 25 Feb 99.

EXCEPTIONS:

PERFORMANCE ORIENTED PACKAGING (POP) TESTING, REPORTING AND MARKING:
SHALL BE IN ACCORDANCE WITH ENGINEERING EXCEPTIONS FOUND IN SECTION C.

PERFORMANCE ORIENTED PACKAGING (POP) VERIFICATION: IN NO CASE SHALL A CONTAINER BE SHIPPED IF THE GROSS WEIGHT MARKED ON THE PACKAGE IS GREATER THAN THE POP CERTIFIED WEIGHT. IF THE AVERAGE GROSS WEIGHT OF THE PACKED CONTAINERS (DETERMINED BY WEIGHING TWO (2) REPRESENTATIVE SAMPLES AND AVERAGING THE WEIGHT) IS GREATER THAN THE CERTIFIED WEIGHT, CONTAINER MARKING OPERATIONS SHALL CEASE AND THE PROCURING ACTIVITY SHALL BE CONTACTED IMMEDIATELY.

EXCEPTION TO PERFORMANCE ORIENTED PACKAGING (POP) MARKINGS: IF MANUFACTURED OUTSIDE THE UNITED STATES, CONTRACTOR SHALL NOT APPLY THE UN POP CERTIFICATION MARKING PROVIDED ON DRAWING NUMBER 7548645. CONTRACTORS (OUTSIDE THE UNITED STATES) ARE RESPONSIBLE TO PERFORM UN POP TESTS ON PACKAGING REQUIREMENTS PROVIDED IN THIS CONTRACT AND APPLY UN POP CERTIFICATION MARKING AUTHORIZED BY THE COMPETENT AUTHORITY OF THE STATE (COUNTRY) OF MANUFACTURE.

WOOD PACKAGING MATERIALS:

THE HEAT TREATMENT REQUIREMENT FOUND IN SECTION C APPLIES TO ALL PRODUCTION ORIGINATING OUTSIDE THE UNITED STATES AND CANADA. FOR PRODUCTION ORIGINATING IN THE UNITED STATES AND CANADA, THE HEAT TREATMENT REQUIREMENT FOUND IN SECTION C DOES NOT APPLY.

ANY FOREIGN TNT MANUFACTURER/SUPPLIER SHALL HAVE THE HEAT TREATMENT OF NON-MANUFACTURED WOOD PRODUCTS VERIFIED IN ACCORDANCE WITH THEIR NATIONAL PLANT PROTECTION ORGANIZATION'S (NPPO'S) COMPLIANCE PROGRAM.

(End of clause)

(DS6303)

D-2	52.247-4517 OSC	PALLETIZATION INSTRUCTION	MAR/1992
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Palletization shall be in accordance with Drawing Number 19-48-4177/1, Revision Number 2, dated March 1996.

Marking shall be in accordance with Drawing Number ACV00561, Revision Number A, dated 25 September 2001.

WOOD PACKAGING MATERIALS; THE HEAT TREATMENT REQUIREMENT FOUND IN SECTION C APPLIES TO ALL PRODUCTION ORIGINATING OUTSIDE THE UNITED STATES AND CANADA. FOR PRODUCTION ORIGINATING IN THE UNITED STATES AND CANADA, THE HEAT TREATMENT REQUIREMENT FOUND IN SECTION C DOES NOT APPLY.

(End of clause)

(DS6204)

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SECTION E - INSPECTION AND ACCEPTANCE

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.245-4545	MIL-STD-1916	OCT/2000
	OSC		
E-4	52-246.4511	QUALITY MANAGEMENT SYSTEM	AUG/1999
	OSC		
E-5	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	JUL/2001

(a) Definition. "Contract date", as used in this clause, means the date set for bid opening; or if this is a negotiated contract or a modification, the effective date of this contract or modification.

(b) The Contractor shall comply with:

- () ISO 9002
- (X) ISO 9001-2000; only design/development exclusions permitted
- () ISO 9001:2000; no exclusions permitted

or an alternate program/system approved by Headquarters, Joint Munitions Command, in effect on the contract date and which is hereby incorporated into this contract.

(End of Clause)

(EF6001)

E-6	52.209-4511	FIRST ARTICLE TEST (GOVERNMENT TESTING)	MAY/1994
	OSC		

- a. The first article shall consist of: SEE PARAGRAPH 4.2 OF MIL-DTL-248D FOR CONTINUOUS PROCESS (4.2.1.1), AND BATCH PROCESS (4.2.1.2); which shall be examined and tested in accordance with contract requirements, the item specification (s), the Quality Assurance Provisions (QAPS) and drawings listed in the Technical Data Package.
- b. The first article shall be delivered to: COMMANDER, TACOM-ARDEC, ATTN: AMSTA-AR-WEA, DOVER, NJ 07806. The first article shall be delivered by the Contractor Free on Board (FOB) destination except when transportation protective service or transportation security is required by other provision of this contract. If such is the case, the first article shall be delivered FOB origin and shipped on Government Bill of Lading.
- c. The first article shall be representative of items to be manufactured using the same processes and procedures as contract

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production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package provided by the Government.

d. Prior to delivery, each of the first article assemblies, subassemblies, and components shall be inspected by the Contractor for all contract, drawing, QAP and specification requirements except for any environmental or destructive tests indicated below:

NONE.

The Contractor shall provide to the Contracting Officer at least 14 calendar days advance notice of the schedule date for final inspection of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article as selected. Results of contractor inspections (including supplier's and Vendor's inspection records when applicable) shall be verified by the Government Quality Assurance Representative (QAR). The QAR shall attach to the contractor's inspection report a completed DD Form 1222. One copy of the contractor's inspection report with the DD Form 1222 shall be forwarded with the first article; two copies shall be provided to the Contracting Officer. Upon delivery to the Government, the first article may be subjected to inspection for all contract, drawing, specification, and QAP requirements.

e. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) whenever a change occurs in the place of performance, manufacturing process, material used, drawing, specification or source supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for an additional first article sample or portion thereof, and instructions provided concerning the submission, inspection and notification of results. Costs of the first article testing resulting from production process change, change in the place of performance, or material substitution shall be borne by the Contractor.

f. Rejected first articles or portions thereof not destroyed during inspection and testing will be held at the government first article test site for a period of 30 days following the date of notification of rejection, pending receipt of instructions from the Contractor for the disposition of the rejected material. The Contractor agrees that failure to furnish such instructions within said 30 day period shall constitute abandonment of said material by the Contractor and shall confer upon the Government the right to destroy or otherwise dispose of the rejected items at the discretion of the Government without liability to the Contractor by reason of such destruction or disposition.

SUPPLEMENTAL FIRST ARTICLE REQUIREMENTS:

a. THE FIRST ARTICLE SAMPLE SHALL CONSIST OF THREE (3) INDEPENDENT SAMPLES FROM PRODUCTION RUNS. EACH SAMPLE SHALL BE TAKEN FROM A DIFFERENT DAY (OR A DIFFERENT WEEK) OF OPERATION. EACH SAMPLE SHALL CONSIST OF APPROXIMATELY FIFTY (50) LBS OF VIRGIN TNT;

b. THESE THREE (3) SAMPLES SHALL BE SUBJECTED TO THE ERL, TYPE 12, IMPACT TEST; ABL FRICTION SENSITIVITY TEST; VACUUM THERMAL STABILITY TEST; LARGE SCALE GAP TEST; AND DETONATION VELOCITY TEST AS SPECIFIED AT PARAGRAPH 4.4.12, 4.4.13, 4.4.14, 4.4.15 AND 4.4.16 OF MIL-STD-248d RESPECTIVELY. THESE FIRST ARTICLE TESTS SHALL BE CONDUCTED BY TACOM-ARDEC, AND EXISTING VIRGIN TNT SHALL BE UTILIZED AS CONTROL STANDARDS. (NOTE: EXPLOSIVE SAFETY AND PERFORMANCE TESTS SPECIFIED FOR RECLAIMED TNT MATERIAL IN MIL-DTL-248D IS APPLICABLE FOR QUALIFYING VIRGIN TNT MATERIAL FROM A TNT PRODUCER WHOSE PRODUCT HAS NOT BEEN QUALIFIED BY THE GOVERNMENT.);

c. AS PART OF FIRST ARTICLE TESTING USING TNT FROM THE THREE (3) SAMPLES, ALL OTHER TESTS SHALL ALSO BE CONDUCTED AS SPECIFIED BY MIL-DTL-248D, TYPE I, EXPLOSIVES; AND

d. UPON COMPLETION OF THE TESTING, RESULTS SHALL BE SUBMITTED BY TACOM-ARDEC TO THE PROCURING CONTRACTING OFFICER. FINAL APPROVAL TO PROCEED WITH FULL-SCALE PRODUCTION SHALL BE PROVIDED TO THE CONTRACTOR BY THE PROCURING CONTRACTING OFFICER.

(End of Clause)

(ES6033)

E-7	52.246-4506	STATISTICAL PROCESS CONTROL (SPC)	MAY/1994
	OSC		

g. When the process or operation parameter under control has demonstrated both stability and capability, the Contractor MAY request, in writing, through Administrative Contracting Officer (ACO) and Contracting Officer (CO) channels to the Product Assurance and Test Directorate, that acceptance inspection or testing performed in accordance with contract requirements be reduced or eliminated.

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Upon approval by the CO, acceptance shall then be based upon the accepted SPC plan, procedures, practices and the control charts.

(End of Clause)

(ES6034)

E-8	52.246-4528	REWORK AND REPAIR OF NONCONFORMING MATERIAL	MAY/1994
	OSC		

a. Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, DD Form 1694, to the Contracting Officer for review and written approval prior to implementation.

d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of Clause)

(ES7012)

E-9	52.246.4531	ACCEPTANCE INSPECTION EQUIPMENT	MAY/1994
	OSC		

(END OF CLAUSE)

ES7010

E-10	52.246-4532	DESTRUCTIVE TESTING	MAY/1994
	OSC		

a. All costs for destructive testing by the Contractor and items destroyed by the Government are considered as being included in the contract unit price.

b. Where destructive testing of items or components thereof is required by contract or specification, the number of items or

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components required to be destructively tested, whether destructively tested or not, shall be in addition to the quantity to the delivered to the Government as set forth in the Contract Schedule.

- c. All pieces of the complete First Article shall be considered as destructively tested items unless specifically exempted by other provisions of this contract.
- d. The Contractor shall not reuse any components from items used in a destructive test during First Article, lot acceptance or inprocess testing, unless specifically authorized by the Contracting Officer.
- e. The Government reserves the right to take title to all or any items or components described above. The Government may take title to all or any items or components upon notice to the Contractor. The items or components of items to which the Government takes title shall be shipped in accordance with the Contracting Officer's instructions. Those items and components to which the Government does not obtain title shall be rendered inoperable and disposed of as scrap by the Contractor.

(End of Clause)

(ES7011)

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SECTION F - DELIVERIES OR PERFORMANCE

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52.242-15	STOP-WORK ORDER	AUG/1989
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-4	52.247-34	F.O.B. DESTINATION	NOV/1991
F-5	52.247-37	F.O.B. VESSEL, PORT OF SHIPMENT	APR/1984
F-6	52.247-39	F.O.B. INLAND POINT, COUNTRY OF IMPORTATION	APR/1984
F-7	52.247-43	F.O.B. DESIGNATED AIR CARRIER'S TERMINAL, POINT OF EXPORTATION	APR/1984
F-8	52.247-44	F.O.B. DESIGNATED AIR CARRIER'S TERMINAL, POINT OF IMPORTATION	APR/1984
F-9	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
F-10	52.247-52	CLEARANCE AND DOCUMENTATION REQUIREMENTS - SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS	APR/1984
F-11	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	APR/1984
F-12	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-13	52.211-16	VARIATION IN QUANTITY	APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

00 percent increase (Contracting officer insert percentage)

00 percent decrease (Contracting officer insert percentage)

This increase or decrease shall apply to THE TOTAL CONTRACT QUANTITY*.

(End of clause)

*Contracting Officer shall insert in the blank the designation(s) to which the percentages apply, such as

- (1) The total contract quantity;
- (2) Item 1 only;
- (3) Each quantity specified in the delivery schedule;
- (4) The total item quantity for each destination; or
- (5) The total quantity of each item without regard to destination.

(FF7021)

F-14	47.305-15(B)	SPECIAL TRANSPORT/LOADING REQUIREMENTS (HAZARDOUS)	FEB/1996
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(End of Clause)

(FF7007)

F-15 52.247-4531 COGNIZANT TRANSPORTATION OFFICER MAY/1993
OSC

(End of Clause)

(FS7240)

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Name of Offeror or Contractor:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(HA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.223-7006 DFARS	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/1993
H-2	223.370- 4(A)(3) OSC	DISPOSAL OF REMAINING GFM AMMUNITION AND EXPLOSIVES FOLLOWING CONTRACT COMPLETION OR TERMINATION	JUN/1999
H-3	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN/1997

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material Identification NO.

(If none, insert NONE)

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

NOTE: The Contractor shall prepare and submit a Material Safety Data Sheet (MSDS) in accordance with this clause to each of the following addresses:

Commander
U.S. Army Joint Munitions Command (JMC)
ATTN: AMSJM-SF
1 Rock Island Arsenal
Rock Island, IL 61299-6000

Commander
U.S. Army Joint Munitions Command (JMC)
ATTN: AMSJM-TT
1 Rock Island Arsenal
Rock Island, IL 61299-6000

Commander
U.S. Army Joint Munitions Command (JMC)
ATTN: AMSJM-CCA-R
1 Rock Island Arsenal

Name of Offeror or Contractor:

Rock Island, IL 61299-6000

Commander
U.S. Army Tank Automotive Command-Rock Island (TACOM-RI)
ATTN: AMSTA-AR-WEP-RP
Rock Island, IL 61299-7630

(HF6011)

H-4 246.671 DFARS MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250) JAN/1995

Material Inspection and Receiving Report (DD Form 250), required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report', will be distributed by the Contractor in accordance with DOD FAR Supplement Appendix F, Part 4.

Send copies to:

1. Purchasing Office

Commander
U.S. Army Joint Munitions Command
AMSJM-CCA-R (S. O'Reilly)
1 Rock Island Arsenal
Rock Island, IL 61299-6000

2. Production Management

Commander
U.S. Army Joint Munitions Command
AMSJM-CDB (R. Schnack)
1 Rock Island Arsenal
Rock Island, IL 61299-6000

3. Send additional copies to in accordance with Table 1 and Table 2.

(End of clause)

(HA6025)

H-5 242-1107(B) INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PRODUCTION PROGRESS JUN/1996
DFARS REPORTS

b. The form(s) shall be submitted on a monthly basis within two workdays after each reporting period, beginning with the end of the first full month following contract date. In addition, the contractor shall promptly submit a DD Form 375 reporting any delay in the scheduled delivery or completion as soon as known or anticipated. The forms shall be distributed as follows:

ACTIVITY	ADDRESS	NO. OF COPIES
Purchasing Office (PCO)	See Award document.	1
Administration Office (ACO)		3
Production Manager	Commander US Army Joint Munitions Command AMSJM-CDB (R. Schnack) 1 Rock Island Arsenal Rock Island, IL 61299-6000	1

(End of Clause)

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(HA6026)

H-6	52.245-4506	GOVERNMENT FURNISHED PROPERTY	OCT/1994
	OSC		
Schedule of Government Furnished Property			

(a) Pursuant to the Government Property clause in Section I of this contract, the Government shall furnish F.O.B. contractor's place of performance, the Government-owned property listed in Attachment Numbers 003 and 004 of this document for use in the performance of this contract.

(b) The property shall be delivered in accordance with the schedule set forth in Attachment Numbers 005 and 006 of this document.

(c) If the property is not received in accordance with the schedule set forth in Attachment Numbers 005 and 006 of this document, the Contractor shall immediately notify the Contracting Officer in writing.

(d) The quantity of Government Furnished Material (GFM) which is offered herein is contingent upon award of the total quantity solicited herein. Should the actual quantity awarded be less than the total quantity solicited, the Government retains the right to unilaterally reduce the quantity of GFM which will be provided under any resultant contract. Any said reduction shall be on a pro-rata basis.

(End of Clause)

(HS6075)

H-7	28.306(B)	REQUIRED INSURANCE	AUG/1995

(End of Clause)			

(HF7020)

H-8	252.217-7026	IDENTIFICATION OF SOURCES OF SUPPLY	NOV/1995
	DFARS		

*** (b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE						
Line Items	National Stock Number	Commercial Item (Y or N)	Source of Supply			Actual
	(2)	(3)	Company (4)	Address (4)	Part No. (5)	Mfg (6)
"(1)	(2)	(3)	(4)	(4)	(5)	(6)
_____	_____	_____	_____	_____	_____	_____

- (1) List each deliverable item of supply and item of technical data.
- (2) If there is no national stock number, list 'none.'
- (3) Use 'Y' if the item is a commercial item; otherwise use 'N'. If 'Y' is listed, the Offeror need not complete the remaining columns in the table.
- (4) For items of supply, list all sources. For technical data, list the source.
- (5) For items of supply, list each source's part number for the item.
- (6) Use 'Y' if the source of supply is the actual manufacturer; 'N' if it is not; and 'U' if unknown.
- (End of clause)

NOTE:

a. An original and one copy of the information required above, shall be provided to the Contracting Officer at the address set forth in Section G, or block 7 of the SF33 (or in block 6 of the DD Form 1155).

b. In the event that additional sources of supply are identified and utilized after the submittal required by paragraph (b) above, the Contractor will provide the required information for each additional source of supply not later than the date of final delivery of the applicable Contract Line Item.

(End of Clause)

(HA7705)

H-9

252.223-7001

HAZARD WARNING LABELS

DEC/1991

DFARS

****(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If none, insert "None")	ACT

(End of Clause)

(HA7704)

H-10

252.247-7023

TRANSPORTATION OF SUPPLIES BY SEA

MAY/2002

DFARS

(f)(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM	CONTRACT	
DESCRIPTION	LINE ITEMS	QUANTITY
TOTAL		
(End of Clause)		

(HA7502)

H-11

252.247-7024

NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA

NOV/1995

DFARS

(End of clause)

(HA7503)

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Name of Offeror or Contractor:

H-12	245.7310-1 DFARS	DEMILITARIZATION	JUL/1996
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When demilitarization of property is required, whether on or off contractor or Government premises, the invitation must include the following clause:

(a) DEMILITARIZATION.

CLIN'S 0001 thru 0005 (Excess Residuals and/or Non-conforming) require demilitarization by the Purchaser in the manner and to the degree set forth below:

(1) For property located in the United States insert item number(s) and specific demilitarization requirements for item(s) shown in Attachment 1, Part 2 of Defense, Demilitarization Manual;

(2) For property located outside the United States, insert item number(s) and specific demilitarization requirements for item(s) shown in Attachment 1, Part 3 of DoD 4160.21-M-1, Defense Demilitarization Manual.

(b) DEMILITARIZATION ON GOVERNMENT PREMISES. Property requiring demilitarization shall not be removed, and title shall not pass to the Purchaser, until demilitarization has been completed and approved by an authorized Contractor and Government representative. Demilitarization will be accomplished as specified in the contract. Components parts vital to the military or lethal purpose of the property shall be rendered unusable. The Purchaser agrees to assume all cost incident to the demilitarization and to restore the working area to its present condition after removing the demilitarized property.

(c) DEMILITARIZATION ON NON-GOVERNMENT PREMISES. Property requiring demilitarization shall be demilitarized by the Purchaser under supervision of qualified Department of Defense personnel. Title shall not pass to the Purchaser until demilitarization has been completed by the Purchaser and approved by an authorized Contractor and Government representative. Demilitarization will be accomplished as specified in the contract. Component parts vital to the military or lethal purpose of the property shall be rendered unusable. The Purchaser agrees to assume all costs incident to the demilitarization.

(d) FAILURE TO DEMILITARIZE. If the Purchaser fails to demilitarize the property as specified in the contract, the Contractor may, upon giving ten days written notice from date of mailing to the Purchaser --

(1) Repossess, demilitarize, and return the property to the Purchaser. The Purchaser hereby agrees to pay to the Contractor, prior to the return of the property, all costs incurred by the Contractor in repossessing, demilitarizing, and returning the property to the Purchaser.

(2) Repossess, demilitarize, and resell the property, and charge the defaulting Purchaser with all excess costs incurred by the Contractor. The Contractor shall deduct these costs from the purchase price and refund the balance of the purchase price, if any, to the Purchaser. In the event the excess costs exceed the purchase price, the defaulting Purchaser hereby agrees to pay these excess costs to the Contractor.

(3) Repossess and resell the property under similar terms and conditions. In the event this option is exercised, the Contractor shall charge the defaulting Purchaser with all excess costs incurred by the Contractor. The Contractor shall deduct these excess costs from the original purchase price and refund the balance of the purchase price, if any, to the defaulting Purchaser. Should the excess costs to the Contractor exceed the purchase price, the defaulting Purchaser hereby agrees to pay these excess costs to the Contractor.

(End of Clause)

(HA7800)

H-13	5101.602-2 AFARS	AVAILABILITY OF FUNDS	OCT/2001
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Funds are not presently available for this acquisition. No contract award will be made until appropriated funds are made available from which payment for contract purposes can be made.

(End of Clause)

(HD7006)

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H-14	52.247-4545	PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION	MAY/1993
	OSC		

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding///// ☐ YES ☐ NO

If YES, give name of rail carrier serving it: _____

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: _____

Serving Carrier: _____

(End of Clause)

(HS7600)

- H-15

PRIOR GOVERNMENT APPROVAL OF CHANGE(S) TO PROPOSED SOURCES FOR TRINITROTOLUENE (TNT) SUPPLY
- FOR SCHEDULED DELIVERIES, SUPPLY OF RECLAIMED TNT AND/OR FOREIGN PRODUCED-VIRGIN TNT IS AUTHORIZED UP TO AND INCLUDING THIRTY-SIX (36) MONTHS AFTER CONTRACT AWARD. AFTER THIRTY-SIX (36) MONTHS FROM CONTRACT AWARD, ALL TNT TO BE SUPPLIED UNDER THIS CONTRACT ACTION SHALL BE VIRGIN TNT TO BE PRODUCED AND SUPPLIED ORIGINATING FROM THE NATIONAL TECHNOLOGY AND INDUSTRIAL BASE (NTIB) PRODUCTION FACILITY.
 - IT IS THE GOVERNMENT'S INTENT TO INCORPORATE BY REFERENCE THE CONTRACTOR'S PROPOSED TNT SUPPLY PLAN INTO THE SUBSEQUENT IDIQ CONTRACT. ANY DEVIATION FROM THIS SUPPLY PLAN AFTER CONTRACT AWARD, E.G. CHANGE IN TNT SUPPLY SOURCE FROM RECLAIMED TO OCONUS SUPPLIER, FROM THE NTIB FACILITY TO RECLAIMED AND/OR OCONUS SOURCES, SHALL REQUIRE PRIOR GOVERNMENT APPROVAL, AND MAY NECESSITATE THE NEGOTIATION OF REVISED CONTRACT PRICING, WITH SUCH REVISION TO CONTRACT PRICING SUBJECT TO DOWNWARD ADJUSTMENT ONLY.

*** END OF NARRATIVE H 001 ***

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SECTION I - CONTRACT CLAUSES

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-9	52.204-4	PRINTING OR COPYIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-12	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-13	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-14	52.215-8	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT	OCT/1997
I-15	52.215-9	CHANGES OR ADDITIONS TO MAKE-OR-BUY PROGRAM	OCT/1997
I-16	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS	OCT/1997
I-17	52.215-13	SUBCONTRACTOR COST OR PRICING DATA-MODIFICATIONS	OCT/1997
I-18	52.215-14	INTEGRITY OF UNIT PRICES (OCT 97) ALTERNATE I (OCT 97)	OCT/1997
I-19	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	DEC/1998
I-20	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT/1997
I-21	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-22	52.217-2	CANCELLATION UNDER MULTIYEAR CONTRACTS	OCT/1997
I-23	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-24	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (OCT 01) ALTERNATE II (OCT 01)	OCT/2000
I-25	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-26	52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM-DISADVANTAGED STATUS AND REPORTING	OCT/1999
I-27	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-28	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION	SEP/2000
I-29	52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
I-30	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-31	52.222.21	PROHIBITION OF SEGREGATION FACILITIES	FEB/1999
I-32	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-33	52.222-29	NOTIFICATION OF VISA DENIAL	FEB/1999
I-34	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-35	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-36	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-37	52.222-38	COMPLIANE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC/2001
I-38	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMTION	APR/1998
I-39	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-40	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	OCT/2000
I-41	52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB/2000
I-42	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-43	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-44	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-45	52.227-3	PATENT INDEMNITY	APR/1984
I-46	52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION	JAN/1997
I-47	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
I-48	52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR/1984
I-49	52.229-6	TAXES - FOREIGN FIXED-PRICE CONTRACTS	JAN/1991
I-50	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-51	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999
I-52	52.232-1	PAYMENTS	APR/1984

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Name of Offeror or Contractor:

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-53	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY/1997
I-54	52.232-11	EXTRAS	APR/1984
I-55	52.232-17	INTEREST	JUN/1996
I-56	52.232-18	AVAILABILITY OF FUNDS	APR/1984
I-57	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-58	52.232-25	PROMPT PAYMENT	MAY/2001
I-59	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER PAYMENT--CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-60	52.232-37	MULTIPLE PAYMENT ARRANGEMENTS	MAY/1999
I-61	52.233-1	DISPUTES	JUL/2002
I-62	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-63	52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION	APR/1984
I-64	52.242-2	PRODUCTION PROGRESS REPORTS	APR/1991
I-65	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-66	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUL/1995
I-67	52.242-13	BANKRUPTCY	JUL/1995
I-68	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-69	52.243-6	CHANGE ORDER ACCOUNTING	APR/1984
I-70	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-71	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-72	52.245-1	PROPERTY RECORDS	APR/1984
I-73	52.245-2	GOVERNMENT PROPERTY (FIXED PRICE CONTRACTS)(CLASS DEVIATION 99-00012)	DEC/1989
I-74	52.245-19	GOVERNMENT PROPERTY FURNISHED "AS IS"	APR/1984
I-75	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
I-76	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-77	52.247-15	CONTRACTOR RESPONSIBILITY FOR LOADING AND UNLOADING	APR/1984
I-78	52.247-16	CONTRACTOR RESPONSIBILITY FOR RETURNING UNDELIVERED FREIGHT	APR/1984
I-79	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JAN/1997
I-80	52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	JUN/2000
I-81	52.248-1	VALUE ENGINEERING	FEB/2000
I-82	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-83	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-84	52.251-1	GOVERNMENT SUPPLY SOURCES	APR/1984
I-85	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-86	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT- RELATED FELONIES	MAR/1999
I-87	252.203-7002	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
	DFARS		
I-88	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
	DFARS		
I-89	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
	DFARS		
I-90	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
	DFARS		
I-91	252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION	MAR/2000
	DFARS		
I-92	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
	DFARS		
I-93	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER	NOV/1995
	DFARS	THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	
I-94	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE	MAR/1998
	DFARS	GOVERNMENT OF A TERRORIST COUNTRY	
I-95	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
	DFARS		
I-96	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS	APR/1996
	DFARS	SUBCONTRACTING PLAN (DOD CONTRACTS)	
I-97	252.222-7002	COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS)	JUN/1997
	DFARS		
I-98	252.223-7002	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES	MAY/1994
	DFARS		
I-99	252.223-7003	CHANGE IN PLACE OF PERFORMANCE - AMMUNITION AND EXPLOSIVES	DEC/1991
	DFARS		
I-100	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988

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Name of Offeror or Contractor:

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
	DFARS		
I-101	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
	DFARS		
I-102	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
	DFARS		
I-103	252.225-7009	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
	DFARS		
I-104	252.225-7010	DUTY-FREE ENTRY -- ADDITIONAL PROVISIONS	AUG/2000
	DFARS		
I-105	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	APR/2002
	DFARS		
I-106	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (MAR 1998) - ALTERNATE I (MAR 1998)	MAR/1998
	DFARS		
I-107	252.225-7026	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	JUN/2000
	DFARS		
I-108	252.225-7030	RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE	OCT/1992
	DFARS		
I-109	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
	DFARS		
I-110	252.225-7032	WAIVER OF UNITED KINGDOM LEVIES	OCT/1992
	DFARS		
I-111	252.225-7041	CORRESPONDENCE IN ENGLISH	JUN/1997
	DFARS		
I-112	252.225-7042	AUTHORIZATION TO PERFORM	JUN/1997
	DFARS		
I-113	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES-DOD CONTRACTS	SEP/2001
	DFARS		
I-114	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	NOV/1995
	DFARS		
I-115	252.227-7026	DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
	DFARS		
I-116	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
	DFARS		
I-117	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
	DFARS		
I-118	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
	DFARS		
I-119	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
	DFARS		
I-120	252.229-7000	INVOICES EXCLUSIVE OF TAXES OR DUTIES	JUN/1997
	DFARS		
I-121	252.229-7006	VALUE ADDED TAX EXCLUSION (UNITED KINGDOM)	JUN/1997
	DFARS		
I-122	252.229-7007	VERIFICATION OF UNITED STATES RECEIPT OF GOODS	JUN/1997
	DFARS		
I-123	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
	DFARS		
I-124	252.233-7001	CHOICE OF LAW (OVERSEAS)	JUN/1997
	DFARS		
I-125	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
	DFARS		
I-126	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	DEC/2000
	DFARS		
I-127	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
	DFARS		
I-128	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)	MAR/2000
	DFARS		
I-129	252.245-7001	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
	DFARS		
I-130	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
	DFARS		
I-131	52.209-1	QUALIFICATION REQUIREMENTS	FEB/1995

Name of Offeror or Contractor:

* * *

(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

(Name): MS. TONI MCNEAL
(Title) CHIEF, BOMBS AND ENERGETICS DIVISION
(Address): HEADQUARTERS, JOINT MUNITIONS COMMAND
AMSJM-CDB
1 ROCK ISLAND ARSENAL
ROCK ISLAND, IL 61299-6000
309.782.2320
EMAIL: mcnealt@osc.army.mil

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

Offeror's Name: _____
 Manufacturer's Name: _____
 Source's Name: _____
 Item Name: _____
 Service Identification: _____
 Test Number: _____ (to the extent known)

NOTES :

1. ANY PROCESS THAT WILL PROVIDE FOR THE SUPPLY OF RECLAIMED TNT MUST BE APPROVED/QUALIFIED BY THE GOVERNMENT AT THE TIME OF AWARD. SUBMISSION OF THE REQUISITE DOCUMENTATION AND MATERIAL SHALL BE ACCOMPLISHED PRIOR TO, OR CONCURRENT WITH, PROPOSAL SUBMITTAL. PROPOSALS THAT CONTAIN PROCESSES THAT ARE CURRENTLY UNDER EVALUATION, BUT NOT YET QUALIFIED, WOULD BE CONSIDERED RESPONSIVE. SAID APPROVAL/ QUALIFICATION SHALL BE IN ADDITION TO THOSE FIRST ARTICLE REQUIREMENTS AS SPECIFIED IN SECTIONS E AND I. AS OF THE ISSUE DATE OF THIS SOLICITATION, THERE ARE NO CURRENT TNT RECLAIMED PROCESSES FOR TRITONAL OR COMPOSITION B THAT HAVE BEEN QUALIFIED BY THE GOVERNMENT. IN ORDER TO QUALIFY TNT FROM ANY RECLAMATION PROCESSES, SAMPLES SHALL BE COLLECTED AND TESTED IN ACCORDANCE WITH MIL-DTL-248D, TYPE III EXPLOSIVES.

2. ALTHOUGH COMPOSITION B (AS OFFERED AS GOVERNMENT-FURNISHED MATERIAL (GFM) IN SECTION J OF THIS SOLICITATION) EXHIBITS THE POTENTIAL FOR USE IN SUPPORT OF SUPPLYING RECLAIMED TNT, ACTUAL USE HAS NOT BEEN APPROVED/QUALIFIED BY THE GOVERNMENT TO SATISFY THE AIR FORCE'S FUTURE MK-SERIES GP BOMBS REQUIREMENT FOR TNT. ACCORDINGLY, ANY PROPOSED SUPPLY OF RECLAIMED TNT ORIGINATING FROM COMPOSITION B SHALL BE SUBJECT TO THOSE QUALIFICATION REQUIREMENTS AS SPECIFIED ABOVE.

(End of Clause)

(IF6011)

I-132	52.209-4	FIRST ARTICLE APPROVAL -GOVERNMENT TESTING (SEP 89) - ALTERNATE I (JAN 97)	SEP/1989
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1. Description (List quantities of assemblies, subassemblies, and components)

SEE PARAGRAPH 4.2 OF MIL-DTL-248D FOR CONTINUOUS (4.2.1.1) AND BATCH (4.2.1.2) PROCESSES AND CLAUSE NUMBER E-6.

2. Ship to Address: COMMANDER
TACOM-ARDEC
AMSTA-AR-WEA
DOVER, NJ 07806

Name of Offeror or Contractor:

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3. Exceptions:  NONE
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4. Notification time: THIRTY (30) DAYS

* * *

(End of Clause)

(IF6004)

I-133	52.216-18	ORDERING
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OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by individuals or activities designated in the Schedule. Such orders may be issued from:

Program Year 01/Fiscal Year 03 - 1 October 2002 through 30 September 2003

Program Year 02/Fiscal Year 04 - 1 October 2003 through 30 September 2004

Program Year 03/Fiscal Year 05 - 1 October 2004 through 30 September 2005

Program Year 04/Fiscal Year 06 - 1 October 2005 through 30 September 2006

Program Year 05/Fiscal Year 07 - 1 October 2006 through 30 September 2007

* * *

(End of Clause)

(IF6088)

I-134 52.216-19 ORDER LIMITATIONS

OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 4,000,000 LBS FOR EACH INDIVIDUAL PROGRAM YEAR, I.E. FY03-07, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

(1) Any order for a single item in excess of 15,000,000 LBS FOR EACH INDIVIDUAL PROGRAM YEAR, I.E. FY03-07;

(2) Any order for a combination of items in excess of 15,000,000 LBS FOR EACH INDIVIDUAL PROGRAM YEAR, I.E. FY03-07; or

(3) A series of orders from the same ordering office within each program year/fiscal year that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 14 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

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(End of Clause)

(IF6089)

I-135 52.216-22 INDEFINITE QUANTITY OCT/1995

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after SEPTEMBER 30, 2008.

(End of clause)

(IF6097)

I-136 52.217-6 EVALUATED OPTION FOR INCREASED QUANTITY MAR/1989

a. This solicitation includes an evaluated option (See Section M).

b. The Government reserves the right to increase the quantity of item(s) under CLIN 0001 by a quantity of up to and including but not exceeding THOSE QUANTITY RANGES AS PROPOSED UNDER CLINs 0002 - 0005 as an evaluated option at the price(s) quoted below.

c. If the Contractor does not quote a price hereunder, the lowest price offered/bid in the Schedule for item(s) CLIN 0001 shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes.

d. The Contracting Officer may exercise the evaluated option at any time preceding APRIL 30TH OF THE APPLICABLE PROGRAM YEAR by giving written notice to the Contractor.

e. Delivery of the items added by exercise of this option shall continue immediately after, and at the same rate as delivery of like items called for under the contract, unless the parties agree otherwise.

f. Subject to the limitations contained in this clause, the Government may exercise this option on one or more occasions.

g. Offered Unit Prices for the Option Quantities are:

Unit Price

Evaluated Option (F.O.B. Destination)	OPTION PRICING, TO BE APPLICABLE TO CLINs 0002 - 00005 UNDER THE MULTIPLE YEAR STRATEGY, SHALL BE ENTERED AT SECTION B HEREIN.
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Varying prices may be offered for the option quantities actually ordered and the dates when ordered. In as much as the unit price for the basic quantity may contain starting, load, testing, tooling, transportation or other costs not applicable to option quantities, offerors are requested to take these factors into consideration while setting forth the unit price(s) for the option quantities. The option price is expected (but not required) to be lower than the unit price for the initial quantity.

(End of Clause)

(IF6080)

I-137 52.243-7 NOTIFICATION OF CHANGES JAN/2001

(b) The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Contracting Officer in writing promptly, within ten (10) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAA09-02-R-0069 MOD/AMD</p>	<p style="text-align: center;">Page 35 of 64</p>
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Name of Offeror or Contractor:

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including --
- (i) What contract line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(d) Government response. The Contracting Officer shall promptly, within thirty (30) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

- (1) Deny a substantive change was made, or
- (2) Countermand the alleged change, or
- (3) Confirm a constructive change was made, direct the mode of further performance, and negotiate equitable adjustment within the limits of availability of funds per FAR 43.104.

(End of clause)

(IF6250)

I-138 52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE MAY/2001

(b) Contractor's obligations. (1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for 1095 days after acceptance --

(c) Remedies available to the Government. (1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within SIXTY (60) days after discovery of the defect(s).

(d) Whenever a request for waiver, deviation, or other change to a requirement in the contract is approved, Contractor responsibilities arising out provisions of this clause are relieved only to the extent of the terms and conditions specified in the approval.

(e) For purpose of identifying warranted material to facilities receiving it, the following instructions will apply:

(1) For a quantity of warranted material which has been accepted at origin by the Government, the pertinent DD Form 250 (and the pertinent Ammunition Data Card if the card is contractually required) shall bear the following annotation: "The warranty period of the quantity stated hereon of (enter the item serial/lot number(s) as applicable) begins on (enter the date of acceptance of quantity) and ends on (enter the date of the end of the warranty period for quantity)".

(2) For a quantity of warranted material which has not been accepted at origin by the Government, the pertinent DD Form 250 (and the pertinent Ammunition Data Card if the card is contractually required) shall bear the following annotation: "The warranty period for the quantity stated hereon of (enter item serial/lot number(s) begins on the date of the acceptance of the lot and ends (enter the length of warranty period) days later."

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Name of Offeror or Contractor:

(End of Clause)

(IF6070)

I-139 252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES SEP/1999
DFARS

*** (b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:

NOMENCLATURE	NATIONAL STOCK NUMBER	SENSITIVITY/CATEGORY
TNT, TYPE I, FLAKE	1376-00-628-3333 (ML51)	CAT III
TNT, TYPE III (RECLAIMED)	1376-01-479-1067 (ML49)	CAT III
TRITONAL		CAT III
COMPOSITION B		CAT III

(End of clause)

(IA6200)

I-140 252.225-7043 ANTITERRORISM/FORCE PROTECTION FOR DEFENSE CONTRACTORS OUTSIDE UNITED STATES JUN/1998
DFARS

(c) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from:

FOR U.S. ARMY CONTRACTS, CONTACT THE FOLLOWING OFFICE:

HEADQUARTERS, DEPARTMENT OF THE ARMY
DAMA-ODL/ODCSOP
(703) 695-8491
DSN 225-8491

(End of clause)

(IA6720)

I-141 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA-MODIFICATIONS OCT/1997

(End of clause)

(IF7010)

I-142 52.223-11 OZONE-DEPLETING SUBSTANCES MAY/2001

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in a manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING

Contains (or manufactured with, if applicable) _____*_____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere."

*The Contractor shall insert the name of the substance(s).

(End of clause)

(IF7098)

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I-143 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS MAY/2002

 (End of clause)

(IF7045)

I-144 52.245-9 USE AND CHARGES (CLASS DEVIATION 99-00011) APR/1984

 (End of clause)

(IF7007)

I-145 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984
 (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.
 (b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.
 (End of clause)

(IF7016)

I-146 29.303(C) CALIFORNIA SALES AND USE TAX NOTICE (AL 92-1) MAY/1992

 (End of clause)

(IF7002)

I-147 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS MAR/1999
 DFARS
 (a) Definition. "SPI process," as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Command, the Defense Contract Audit Agency, and the military departments.
 (b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet in PDF format at <http://www.dcmc.hq.dla.mil/spi/dbreport/modified.pdf> and in Excel format at <http://www.dcmc.hq.dla.mil/spi/dbreport/modified.xls>.
 (c) An offeror proposing to use an SPI Process in lieu of military or Federal specifications or standards cited in the solicitation shall--

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted,
 - (2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
 - (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
 - (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use \, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.
- (d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications and standards:

Name of Offeror or Contractor:

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal

Specification or Standard: _____

Affected Contract Line Item Number, Subline Item Number, Component, or Element:

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror--

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but

(2) Must submit the information to the contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of clause)

(IA7015)

I-148	252.219-7004	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS DFARS SUBCONTRACTING PLAN (TEST PROGRAM)	JUN/1997
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* * *

(End of clause)

(IA7030)

I-149	252.229-7001	TAX RELIEF	JUN/1997
	DFARS		

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX: _____ (Offeror insert) RATE (PERCENTAGE): _____ (Offeror insert)

* * *

(End of clause)

(IA7006)

I-150	252.243-7000	ENGINEERING CHANGE PROPOSALS	JUL/1997
	DFARS		

(a) The Contracting Officer may ask the Contractor to prepare engineering change proposals for engineering changes within the scope of this contract. Upon receipt of a written request from the Contracting Officer, the Contractor shall prepare and submit an engineering change proposal in accordance with the instructions of MIL-STD-973, in effect on the date of contract award.

(b) The Contractor may initiate engineering change proposals. Contractor initiated engineering change proposals shall include a 'not to exceed' cost or a 'not less than' cost and delivery adjustment. Change orders issued under the Changes clause of this contract are not an authorization to exceed the estimated cost in the schedule unless there is a statement in the change order, or other

Name of Offeror or Contractor:

contract modification, increasing the estimated cost.

- (c) When the cost of the engineering change is \$500,000 or more, the Contractor shall submit--
- (1) A completed SF 1411, Contract Pricing Proposal Cover Sheet (Cost or Pricing Data Required), and
- (2) At the time of agreement on cost, or on another date agreed upon between the parties, a signed Certificate of Current Cost or Pricing Data.

(End of clause)

(IA7011)

I-151	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
	DFARS		

- (b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(End of clause)

(IA7035)

I-152	52.247-4544	TRANSPORTATION CONTAINERIZATION	JAN/1991
	OSC		

(End of clause)

(IS7011)

ADDITIONAL CLAUSES INCORPORATED BY REFERENCE:

I-153	52.247-44	F.O.B. DESIGNATED AIR CARRIER'S TERMINAL, POINT OF IMPORTATION	APR/1984
I-154	52.247-53	FREIGHT CLASSIFICATION DESCRIPTION	APR/1984

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SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit A	DD FORM 1423 (AUTOMATED)/CONTRACT DATA REQUIREMENTS LIST (CDRL)	16-JAN-02	005	
Attachment 001	TECHNICAL DATA PACKAGE LIST (TDPL) MIL-T-248-T1	07-NOV-01		
Attachment 002	MIL-DTL-248D/DETAIL SPECIFICATION - TRINITROTOLUENE (TNT)		021	
Attachment 003	SECURITY STATEMENT OF WORK (SOW) - PHYSICAL SECURITY STANDARDS FOR DOD SECURITY RISK CATEGORY III/IV, AMMUNITION AND EXPLOSIVES (A&E)		003	
Attachment 004	DD FORM 2356/HAZARDOUS MATERIAL WARNING LABEL	01-APR-85	002	
Attachment 005	LISTING OF GOVERNMENT-FURNISHED MATERIAL (GFM)		001	
Attachment 006	VOLUNTEER ARMY AMMUNITION PLANT - PROPERTY CLASSIFICATION RECORD		074	
Attachment 007	IOC FORM 715-4/LISTING OF GOVERNMENT-OWNED PROPERTY TO BE USED FOR PERFORMANCE	01-APR-96	002	
Attachment 008	IOC FORM 715-3/DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM (15 CFR 700)	01-FEB-96	002	
Attachment 009	STANDARD FORM LLL/DISCLOSURE OF LOBBYING ACTIVITIES		003	
Attachment 010	DOCUMENT SUMMARY LIST		003	
Attachment 011	ADDRESS CODE DISTRIBUTION FOR ECP/RFD/VECP		001	
Attachment 012	ADDRESS LIST		001	
Attachment 013	DATA DELIVERY DESCRIPTION - ENGINEERING CHANGE PROPOSAL (ECP)		009	
Attachment 014	DATA DELIVERY DESCRIPTION - NOTICE OF REVISION (NOR)		002	
Attachment 015	DATA DELIVERY DESCRIPTION - REQUEST FOR DEVIATION (RFD)		004	
Attachment 016	GUIDANCE ON DOCUMENTATION OF CONTRACT [DATA] REQUIREMENTS LIST (CDRL)		002	
Attachment 017	DD FORM 1423 (REVERSE)/INSTRUCTIONS FOR COMPLETING DD FORM 1423		001	
Attachment 018	DEPARTMENT OF DEFENSE (DOD) REGULATION NUMBER 5000.2-R/MANDATORY PROCEDURES FOR MAJOR DEFENSE PROGRAMS, PAGE NUMBER 110	05-APR-02	001	
Attachment 019	CHAIRMAN, JOINT CHIEFS OF STAFF INSTRUCTION (CJCSI) NUMBER 3170.01B, ENCLOSURE B/REQUIREMENTS GENERATION PROCESS	15-APR-01	004	
Attachment 020	QUESTIONS/COMMENTS AND RESPONSES TO DRAFT RFP		009	
Attachment 021	INSTRUCTIONS - DISTRIBUTION A TECHNICAL DATA PACKAGE (TDP) ON THE WEB		002	
Attachment 022	TNT PRICING TEMPLATES		008	
Attachment 023	INSTRUCTIONS FOR COMPLETING TNT PRICING TEMPLATES		011	

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Name of Offeror or Contractor:

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(KA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR/1991
K-2	52.223-4	RECOVERED MATERIAL CERTIFICATION	OCT/1997
K-3	252.209-7001 DFARS	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
K-4	252.227-7028 DFARS	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-5	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS	APR/2002
(a)(1) The North American Industry Classification System (NAICs) code for this acquisition is 325920.			
(2) The small business size standard is 750 EMPLOYEES.			

(b) Representations.

(1) The offeror represents as part of its offer that it ___is, ___is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ___is, ___is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ___is, ___is not a women-owned small business concern.

(4) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is, _____ is not _____ a veteran-owned small business concern.

(5) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is, _____ is not _____ a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(End of provision)

(KF6003)

K-6	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 02) - ALTERNATE 1 (APR 02)	APR/2002
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Name of Offeror or Contractor:

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] the offeror shall check the category in which its ownership falls:

- Black American
- Hispanic American
- Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lank, Bhutan, the Maldives Islands, or Nepal).
- individual/concern, other than one of the preceding.

(KF6004)

K-7 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION APR/1985

(b)(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above_____
_(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(End of Provision)

(KF7005)

K-8 52.204-3 TAXPAYER IDENTIFICATION OCT/1998

- (d) Taxpayer Identification Number (TIN).
- () TIN:
 - () TIN has been applied for.
 - () TIN is not required because
 - () Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
 - () Offeror is an agency or instrumentality of a foreign government;
 - () Offeror is an agency or instrumentality of a Federal government; _

- (e) Type of organization.
- () Sole proprietorship
 - () Partnership
 - () Corporate entity (not tax-exempt);
 - () Corporate entity (tax-exempt);
 - () Government entity (Federal, State, or local);
 - () Foreign government
 - () International organization per 26 CFR 1.6049-4;
 - () Other

- (f) Common Parent.
- () Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
 - () Name and TIN of common parent:

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Name of Offeror or Contractor:

Name:

TIN:

(End of Provision)

(KF7043)

K-9 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) MAY/1999

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ____ is a women-owned business concern.

(End of provision)

(KF7022)

K-10 52.207-4 ECONOMIC PURCHASE QUANTITY - SUPPLIES AUG/1987

As prescribed in 7.203, insert the following provision:

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity.

OFFEROR RECOMMENDATIONS

<u>ITEM</u>	<u>QUANTITY</u>	<u>PRICE QUOTATION</u>	<u>TOTAL</u>
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(End of provision)

(KF7003)

K-11 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS DEC/2001

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ()

are not ()

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ()

have not (),

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offcommissionomission of embezzlement, theft, forget, bribery, falsification or destruction or records, making false

Name of Offeror or Contractor:

statements, tax evasion, or receiving stolen property; and
(C)Are ()
are not ()
presently indicated for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
(a)(1)(ii) The Offeror has ()
has not (),
within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(End of Provision)

(KF7033)

K-12	52.215-6	PLACE OF PERFORMANCE	OCT/1997
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(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, intends, does not intend to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent check "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE (STREET ADDRESS, CITY STATE, COUNTY, ZIP-CODE)	NAME AND ADDRESS OF OWNER AND OPERATOR OF THE PLANT OR FACILITY IF OTHER THAN OFFEROR OR RESPONDENT
---	--

(End of provision)

(KF7035)

K-13	52.222-22	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS	FEB/1999
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The offeror represents that -

(a) It () has, () has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;

(b) It () has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by subcontractors, will be obtained before subcontract awards.

(End of provision)

(KF7019)

K-14	52.222-25	AFFIRMATIVE ACTION COMPLIANCE	APR/1984
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The offeror represents that (a) it

() has developed and has on file,
() has not developed and does not have on file,

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) it

() has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the

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Name of Offeror or Contractor:

Secretary of Labor.

(End of provision)

(KF7020)

K-15 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING OCT/2000

(b)(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

- () (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
- () (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A).
- () (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA).
- () (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33 or
- () (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(End of provision)

(KF7058)

K-16 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION JUN/2000

I. DISCLOSURE STATEMENT - COST ACCOUNTING PRACTICES AND CERTIFICATION.

- (c) Check the appropriate box below:
- () (1) Certificate of Concurrent Submission of Disclosure Statement.
The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) One copy to the cognizant Federal auditor.
(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the looseleaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement:_____

Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

- () (2) Certificate of Previously Submitted Disclosure Statement.
The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement:_____

Name and Address of Cognizant ACO or Federal Official Where Filed:_____

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Name of Offeror or Contractor:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

() (3) Certificate of Monetary Exemption.
The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

() (4) Certificate of Interim Exemption.
The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a review certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

II. COST ACCOUNTING STANDARDS - ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE.

() The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

() YES () NO
(End of Provision)

(KF7190)
K-17 45.309(B) DISPOSAL OF GOVERNMENT PROPERTY RESTRICTED SEP/1995

Offerors are requested to indicate below whether to their knowledge, the procurement involves the acquisition of Government production and research property, the disposal of which may be restricted by patent or other rights.

This procurement ____ does ____ does not involve the acquisition of Government production and research property, the disposal of which may be restricted by patent or other proprietary rights.

If procurement does involve the acquisition of such property, indicate the nature of the restriction _____.
(End of provision)

(KF7028)
K-18 252.225-7000 BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE SEP/1999
DFARS

Name of Offeror or Contractor:

(c) Certifications.

(1) The Offeror certifies that--

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this clause, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

QUALIFYING COUNTRY END PRODUCTS

Line Item Number	Country of Origin
<div></div>	<div></div>
<div></div>	<div></div>

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

NONQUALIFYING COUNTRY END PRODUCTS

Line Item Number	Country of Origin (If known
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(End of Provision)

(KA7702)

K-19	252.247-7022	REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA	AUG/1992
DFARS			

(b) Representation.

The Offeror represents that it--

Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(End of provision)

(KA7500)

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.
(LA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUN/1999
L-2	52.211-2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L	DEC/1999
L-3	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-4	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITIONS	MAY/2001
L-5	52.215-16	FACILITIES CAPITAL COST OF MONEY	OCT/1997
L-6	52.219-24	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM-TARGETS	OCT/2000
L-7	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB/1999
L-8	52.247-6	FINANCIAL STATEMENT	APR/1984
L-9	252.206-7000 DFARS	DOMESTIC SOURCE RESTRICTION	DEC/1991
L-10	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990

Any contract awarded as a result of this solicitation will be a DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of Provision)

(LF6019)

L-11	52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 97) ALTERNATE IV (OCT 97)	OCT/1997
(a) Submission of cost or pricing data is not required.			

(b) Provide information described below: PROVIDE OTHER THAN COST OF PRICING INFORMATION AS DESCRIBED IN SECTION L. THE CONTRACTING OFFICER RESERVES THE RIGHT TO REQUIRE (CERTIFIED) COST OR PRICING DATA AT A LATER DATE, IF DETERMINED NECESSARY.

(End of provision)

(LF6034)

L-12	52.216-1	TYPE OF CONTRACT	APR/1984
The Government contemplates award of a FIRM FIXED-PRICE (FFP), INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) contract resulting from this solicitation.			

(End of Provision)
(LF6008)

L-13	52.233-2	SERVICE OF PROTEST	AUG/1996
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Name of Offeror or Contractor:

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) , shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

MR. SEAN O'REILLY
 PROCURING CONTRACTING OFFICER
 HQ, JOINT MUNITIONS COMMAND
 AMSJM-CCA-R
 1 ROCK ISLAND ARSENAL
 ROCK ISLAND, IL 61299-6000

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

(LF6021)

L-14	52.211-4510	PARTNERING	AUG/2001
	AMC		

***The principal government representatives for this effort will be:

Sean O'Reilly
 Procuring Contracting Officer
 Headquarters, U.S. Army Joint Munitions Command
 AMSJM-CCA-R
 1 Rock Island Arsenal
 Rock Island, IL 61299-6000

Commercial (309) 782-2433
 Email: OReillyS@osc.army.mil

(End of Provision)

(LM6100)

L-15	52.211-4501	SINGLE PROCESSING INITIATIVES SAVINGS PROVISION	AUG/1999
	OSC		

(LS6040)

L-16	52.252-5	AUTHORIZED DEVIATIONS IN PROVISIONS	APR/1984
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(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of '(DEVIATION)' after the date of the clause.

(b) The use in this solicitation of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of '(DEVIATION)' after the name of the regulation.

(End of provision)

(LF7015)

L-17	47.304-1(B)	F.O.B. POINT (RFPS)	SEP/1995
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Offers are requested to be submitted on an F.O.B. basis as set forth in Section B and/or F.

(End of Provision)

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Name of Offeror or Contractor:

(LF7007)

L-18 52.212-4501 ELECTRONIC AWARD NOTICE
OSC

APR/2001

1. Any contract awarded as a result of this solicitation will be posted to the Electronic Document Access (EDA) system website, <http://eda.ogden.disa.mil/>, and paper copies will not be distributed. This is a material condition of the solicitation and by submission of a bid or proposal, the vendor agrees to accept an electronic award transmitted in the manner described above. In order to obtain an electronic copy of the award, you must be registered in the EDA system. Guidance/instructions for registration can be obtained at the above website.

2. Notice of award to the contractor receiving the award will be issued only via electronic mail. Vendors who wish to be notified if they receive an award as a result of this solicitation must provide their electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice of award will not be provided and it shall be the sole responsibility of the vendor to periodically check the Federal Business Opportunities (FedBizOpps) - FBO Synopsis/Award Search website <http://www.fedbizopps.gov/> or the Army Single Face to industry (ASFI)/Procurement Notifications website <http://acquisition.army.mil/> to determine if he/she has received an award. In this event, the vendor's failure to check FEDBIZOPPS or the ASFI in a timely manner shall not be an excuse for failure to perform or grounds for a delivery schedule extension.

3. Notice of award to unsuccessful offerors shall be issued only via electronic mail from the Contracting Office or via the FedBizOpps/Vendor Notification feature. Vendors who wish to receive an electronic mail notice if they are unsuccessful must provide an electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice will not be provided, and it shall be the sole responsibility of the vendor to periodically check the ASFI/Procurement Notifications or the FedBizOpps/Award Notification to determine if an award has been made. In this event, the vendor's failure to check these sites to determine if an award has been made shall not constitute grounds for an extension of any protest period allowed by regulation.

VENDOR'S ELECTRONIC MAIL (EMAIL) ADDRESS:

(End of provision)

(LS7100)

L-19 INSTRUCTIONS AND CONDITIONS FOR SUBMISSION OF PROPOSALS

1. SUBMISSIONS OF PROPOSALS:

A. THE PROPOSAL SHALL CONSIST OF THE FOLLOWING:

(1) ONE (1) EXECUTED AND COMPLETED COPY OF THE SOLICITATION, TO INCLUDE ALL REQUISITE REPRESENTATIONS/CERTIFICATIONS AND OTHER INFORMATION TO BE PROVIDED BY THE OFFEROR;

(2) MANAGEMENT/TECHNICAL PLAN VOLUME (TOTAL FIVE (5) COPIES);

(3) COST/PRICE VOLUME (TOTAL FIVE (5) COPIES) AND TWO (2) SINGLE-WRITE CD ROMS THAT ARE COMPATIBLE WITH MICROSOFT WINDOWS OFFICE 1998;

(4) PAST PERFORMANCE VOLUME (TOTAL FIVE (5) COPIES);

(5) SMALL BUSINESS (SB) UTILIZATION PLAN (TOTAL THREE (3) COPIES);

(6) FINANCIAL RESPONSIBILITY INFORMATION (THREE (3) COPIES). FINANCIAL RESPONSIBILITY INFORMATION SHALL ALSO BE INCLUDED AS PART OF THE COST/PRICE VOLUME'S SINGLE-WRITE CD ROM; AND

(7) A CD ROM OR 100MB ZIP DISK THAT IS COMPATIBLE WITH MICROSOFT WINDOWS OFFICE 1998 AND THAT CONTAINS THE OFFEROR'S COMPLETE PROPOSAL IN AN ELECTRONIC FORMAT.

B. THE COMPLETE PROPOSAL, INCLUDING ALL COPIES OF THE MANAGEMENT/TECHNICAL PLAN, COST/PRICE VOLUME, PAST PERFORMANCE VOLUME, SMALL BUSINESS (SB) UTILIZATION PLAN AND FINANCIAL RESPONSIBILITY INFORMATION, ALONG WITH AN EXECUTED COPY OF THIS SOLICITATION, SHALL BE FORWARDED TO THE FOLLOWING ADDRESS:

HQ, US ARMY JOINT MUNITIONS COMMAND

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Name of Offeror or Contractor:

AMMUNITION & INSTALLATION CONTRACTING DIVISION
AMSJM-CCA-R/MR. SEAN O'REILLY
1 ROCK ISLAND ARSENAL
ROCK ISLAND, IL 61299-6000

2. PREPARATION INSTRUCTIONS FOR THE MANAGEMENT/TECHNICAL PLAN, COST/PRICE VOLUME, PAST PERFORMANCE VOLUME, SMALL BUSINESS (SB) UTILIZATION PLAN AND FINANCIAL RESPONSIBILITY INFORMATION:

A. FORMAT: THE OFFEROR'S MANAGEMENT/TECHNICAL PLAN, COST/PRICE VOLUME, PAST PERFORMANCE VOLUME, SMALL BUSINESS (SB) UTILIZATION PLAN AND FINANCIAL RESPONSIBILITY INFORMATION SHALL BE SUBMITTED IN SEVERABLE PARTS. INFORMATION THE OFFEROR MAY WANT THE GOVERNMENT TO CONSIDER, SPECIFIC TO EACH VOLUME, SHALL BE CONFINED TO THAT VOLUME. OFFERORS ARE CAUTIONED THAT FAILURE TO INCLUDE THE REQUESTED INFORMATION IN THE APPLICABLE VOLUME MAY RESULT IN THE INFORMATION NOT BEING CONSIDERED AND THE PROPOSAL BEING DOWNGRADED ACCORDINGLY. EACH VOLUME SHALL BE TREATED INDEPENDENTLY.

VOLUME I	MANAGEMENT/TECHNICAL PLAN
VOLUME II	COST/PRICE
VOLUME III	PAST PERFORMANCE
VOLUME IV	SMALL BUSINESS (SB) UTILIZATION PLAN
VOLUME V	FINANCIAL RESPONSIBILITY INFORMATION

B. EACH VOLUME SHALL BE CONSISTENT WITH COMPLETE SUBMISSION. OFFERORS ARE CAUTIONED THAT INCORPORATION OF INFORMATION BY REFERENCE IS NOT ALLOWED. INCLUSION OF A FIVE (5) PAGE EXECUTIVE SUMMARY OF THE OFFEROR'S PROPOSAL SHALL BE AUTHORIZED; THIS SUMMARY SHALL NOT COUNT AGAINST THE PAGE NUMBER LIMITATION DESCRIBED BELOW. FOR VOLUME I (MANAGEMENT/TECHNICAL PLAN), THE OFFEROR'S SUBMISSION SHALL BE LIMITED TO ONE HUNDRED (100) PAGES IN TOTAL. PAGE SIZE SHALL NOT EXCEED 8 1/2 X 11 INCHES, WITH USE OF FOLD-OUT PAGES AUTHORIZED. OFFERORS ARE RESPONSIBLE FOR INCLUDING SUFFICIENT DETAILS TO PERMIT A COMPLETE AND ACCURATE EVALUATION OF THE PROPOSAL. THE GOVERNMENT WILL NOT MAKE ANY ASSUMPTION(S) CONCERNING THE OFFEROR'S INTENT, CAPABILITIES, EXPERIENCE, ETC.

3. SPECIFIC INSTRUCTIONS BY VOLUME: IN ORDER FOR THE OFFEROR'S PROPOSAL TO BE ACCEPTABLE, IT MUST REFLECT A COMPLETE UNDERSTANDING OF THE SOLICITATION AND DEMONSTRATE THE CAPABILITY TO PERFORM THE OVERALL EFFORT IN ACCORDANCE WITH THE SOLICITATION. AN INDEX SHALL BE INCLUDED IN EACH VOLUME WITH NARRATIVE TITLE CROSS-REFERENCED TO THE APPLICABLE PARAGRAPHS OF THIS SECTION. DISCUSSIONS TEXT SHALL BE IDENTIFIED BY THE SAME TITLE. THE OFFEROR SHALL SUBMIT A MANAGEMENT/TECHNICAL PLAN, COST/PRICE VOLUME, PAST PERFORMANCE VOLUME, SMALL BUSINESS (SB) UTILIZATION PLAN AND FINANCIAL RESPONSIBILITY INFORMATION ADDRESSING THE FOLLOWING ELEMENTS:

A. FACTOR: MANAGEMENT/TECHNICAL PLAN: RATINGS WILL BE APPLIED TO THE MANAGEMENT/TECHNICAL PLAN AS SUBMITTED TO DETERMINE THE OFFEROR'S ABILITY TO MEET THE GOVERNMENT'S REQUIREMENT FOR TRINITROTOLUENE (TNT), TO BE MEASURED UNDER THE FOLLOWING SUBFACTORS AND ELEMENTS THEREIN:

- (1) SUBFACTOR: PROGRAM MANAGEMENT PLAN;
- (2) SUBFACTOR: VIRGIN TNT FROM A NATIONAL TECHNOLOGY AND INDUSTRIAL BASE (NTIB) FACILITY:
 - (A) ELEMENT: OVERALL PLAN FOR ESTABLISHING FACILITY;
 - (B) ELEMENT: PROCESS TO BE EMPLOYED; AND
 - (C) ELEMENT: PROCESS QUALITY CONTROL.
- (3) SUBFACTOR: RECLAIMED TNT:
 - (A) ELEMENT: OVERALL RECLAMATION PLAN;
 - (B) ELEMENT: PROCESS TO BE EMPLOYED; AND
 - (C) ELEMENT: PROCESS QUALITY CONTROL.
- (4) SUBFACTOR: VIRGIN TNT FROM A FOREIGN SOURCE.

B. FACTOR: COST/PRICE:

(1) WITH RESPECT TO PRICING, THE PROPOSAL RESPONSE IS PRESUMED TO REPRESENT THE OFFEROR'S BEST EFFORT TO RESPOND TO THE SOLICITATION. ANY INCONSISTENCY, WHETHER REAL OR APPARENT, BETWEEN PROMISED PERFORMANCE AND PRICE SHALL BE EXPLAINED IN THE PROPOSAL. FOR EXAMPLE, IF THE USE OF NEW AND INNOVATIVE TECHNIQUES ARE INTENDED, THEIR

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IMPACT UPON PRICE SHALL BE EXPLAINED. IF A BUSINESS POLICY DECISION HAS BEEN MADE TO ABSORB A PORTION OF THE PROGRAM COSTS THAT HAVE NOT BEEN INCLUDED IN YOUR PROPOSED PRICING, THAT DECISION SHALL BE STATED AND QUANTIFIED IN THE PROPOSAL. ANY SIGNIFICANT INCONSISTENCY, IF UNEXPLAINED, RAISES A FUNDAMENTAL ISSUE OF THE OFFEROR'S UNDERSTANDING OF THE NATURE AND SCOPE OF THE WORK REQUIRED, AND MAY BE GROUNDS FOR REJECTION OF THE PROPOSAL. THE BURDEN OF PROOF AS TO PRICE CREDIBILITY RESTS WITH THE OFFEROR; AND

(2) ALL PRICES AND EXPENDITURE PROFILES FOR THIS ACQUISITION SHALL BE STATED IN CURRENT DOLLARS (CURRENT DOLLARS SHOULD BE INTERPRETED TO INCLUDE ESCALATION WHERE APPROPRIATE.).

C. FACTOR: PAST PERFORMANCE: RATINGS WILL BE APPLIED TO THE FOLLOWING SUBFACTORS OF PAST PERFORMANCE BASED UPON THE INFORMATION AS SUBMITTED BY EACH OFFEROR:

- (1) SUBFACTOR: ON-TIME DELIVERY;
- (2) SUBFACTOR: QUALITY; AND
- (3) SUBFACTOR: CUSTOMER SATISFACTION.

D. FACTOR: SMALL BUSINESS (SB) UTILIZATION PLAN: A RATING WILL BE ASSIGNED TO EACH OFFEROR'S (SB, LARGE BUSINESS AND FOREIGN) PROPOSAL. THIS RATING CONSIDERS BOTH THE SUBFACTOR OF PROPOSED SB UTILIZATION AND THE SUBFACTOR OF THE LIKELIHOOD OF ATTAINING THAT PARTICIPATION BASED ON THE OFFEROR'S SB UTILIZATION PAST PERFORMANCE. OFFERORS THAT HAVE (1) NO EXPERIENCE OVER THE PAST THREE (3) YEARS USING SBs AND/OR HISTORICALLY BLACK COLLEGES, UNIVERSITIES AND MINORITY INSTITUTIONS (HBCU/MIs); AND/OR (2) NO CONTRACTUAL PERFORMANCE OVER THE PAST THREE (3) YEARS WHICH REQUIRED COMPLIANCE WITH FAR 52.219-8 OR FAR 52.219-9, WILL BE TREATED NEITHER FAVORABLY NOR UNFAVORABLY; AND

E. FINANCIAL RESPONSIBILITY INFORMATION: THE COST/PRICE PROPOSAL SHALL INCLUDE INFORMATION THAT ADDRESSES FINANCIAL CAPABILITY (WRITTEN FINANCIAL DATA ONLY). THE CONTRACTOR SHALL PROVIDE, FOR ITSELF AND ITS MAJOR SUBCONTRACTORS, FINANCIAL INFORMATION SUFFICIENT TO ALLOW THE GOVERNMENT TO MAKE A DETERMINATION AS TO THE COMPANY'S FINANCIAL CONDITION.

4. BASIS FOR AWARD:

A. A BEST VALUE, COMPETITIVE, FIRM FIXED-PRICE (FFP) CONTRACT IS CONTEMPLATED FOR AWARD. THE SOLICITATION IS RESTRICTED TO UNITED STATES AND CANADIAN SOURCES. HOWEVER, THIS DOES NOT PRECLUDE FOREIGN CONCERNS FROM SUBMITTING A PROPOSAL, PROVIDED, THAT THEY WILL ESTABLISH, MAINTAIN AND OPERATE A VIRGIN TNT PRODUCTION FACILITY IN THE NTIB (UNITED STATES AND CANADA);

B. AWARD WILL BE MADE TO THE RESPONSIVE, RESPONSIBLE OFFEROR WHOSE MANAGEMENT/TECHNICAL PLAN, COST/PRICE PROPOSAL, PAST PERFORMANCE INFORMATION AND SMALL BUSINESS UTILIZATION PLAN PROVIDES THE BEST VALUE TO THE GOVERNMENT; AND

C. FOR THE PURPOSE OF THIS ACQUISITION, "OFFEROR" IS DEFINED AS A PRIME CONTRACTOR, SUBCONTRACTORS, JOINT VENTURES, LIMITED LIABILITY COMPANIES (LLCs) AND OTHER SIMILAR ENTITIES. FOR PURPOSES OF THIS EVALUATION, A MAJOR SUBCONTRACTOR SHALL BE DEFINED AS RECEIVING SUBCONTRACTS IN EXCESS OF \$550,000.00 OVER A SINGLE PROGRAM YEAR, ANY YEAR, FOR EITHER OF THE ACQUISITION APPROACHES, I.E. MULTI-YEAR OR MULTIPLE YEAR.

5. INFORMATION TO BE SUBMITTED BY OFFERORS:

A. FACTOR: MANAGEMENT/TECHNICAL PLAN: DESCRIBE THE OVERALL PLAN FOR MEETING THE KEY OBJECTIVES OF THIS SOLICITATION, TO BE DESCRIBED UNDER THE FOLLOWING SUBFACTORS:

- (1) SUBFACTOR: PROGRAM MANAGEMENT PLAN: PROVIDE A FIVE (5) YEAR MASTER SCHEDULE THAT DETAILS, BY MONTH, THE METHOD FOR SUPPLYING TNT, WITH SOURCES OF SUPPLY TO BE IDENTIFIED; EACH OF THE PROPOSED QUANTITY RANGES SHALL BE ADDRESSED. INCLUDE INFORMATION ABOUT THE PROPOSED SOURCE(S) OF SUPPLY, I.E. THE COMPANY, AND KEY MANAGEMENT PERSONNEL. DESCRIBE YOUR RISK MANAGEMENT APPROACH TO IDENTIFY AND MITIGATE POTENTIAL RISKS ASSOCIATED WITH THE MANAGEMENT/TECHNICAL FACTOR, E.G. LONG-LEADTIME ITEMS, SINGLE SOURCES, ETC.
- (2) SUBFACTOR: VIRGIN TNT FROM AN NTIB FACILITY:

(A) ELEMENT: OVERALL PLAN FOR ESTABLISHING FACILITY: STATE THE LOCATION OF THE FACILITIES INVOLVED, TO INCLUDE ALL CONTRACT AND SUBCONTRACT SOURCES; DEPICT THE SCHEDULE OF ACTIVITIES (BY MONTH) FROM CONTRACT AWARD DATE TO PRODUCT DELIVERY. THIS SHOULD DESCRIBE THE INTEGRATION OF ALL DIVERSE TASKS AND MILESTONES TO INCLUDE A CRITICAL PATH ANALYSIS THAT MUST BE SUCCESSFULLY COMPLETED ALONG WITH OTHER REQUISITE SOURCES; IDENTIFY THE REQUIRED PERMITS. DESCRIBE PLAN TO OBTAIN ALL REGULATORY (LOCAL, STATE AND FEDERAL) REQUIRED DOCUMENTS (PERMITS, LICENSES,

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Name of Offeror or Contractor:

ETC.) NECESSARY TO OPERATE AND PRODUCE TNT; FLEXIBILITY OF THE PROPOSED FACILITY TO PRODUCE OTHER ENERGETIC MATERIALS; AND DETAIL YOUR AND YOUR SUBCONTRACTOR'S EXPERIENCE TO PRODUCE VIRGIN ENERGETICS, PARTICULARLY TNT;

(B) ELEMENT: PROCESS TO BE EMPLOYED: THE OFFEROR SHALL INCLUDE DETAILS WITH RESPECT AS TO HOW SAID FACILITY WILL BE OPERATIONAL WITHIN THIRTY-SIX (36) MONTHS AFTER CONTRACT AWARD; DESCRIBE FROM CRADLE TO GRAVE, THE PROCESS THAT WILL BE USED TO MANUFACTURE VIRGIN TNT, E.G. CONTINUOUS, BATCH, COUNTER-FLOW, TO INCLUDE PRECURSORS, E.G. MNT, DNT, ETC.; IDENTIFY FACILITIES AND EQUIPMENT; IDENTIFY CRITICAL SKILLS: HIRING/RETENTION/REPLACEMENT; MAINTENANCE PROGRAM; LINE CAPACITY; DESCRIBE THE ITEMS/CHARACTERISTICS THAT ARE CONSIDERED CRITICAL TO SAFETY AND THE MEASURES TO BE EMPLOYED THAT WILL MITIGATE/ELIMINATE THE HAZARDS; SECURITY ATTRIBUTES; RAW MATERIAL SOURCES, I.E. IN-HOUSE MANUFACTURE, VENDOR RELATIONSHIPS, RELIABILITY, CAPACITY, ETC., LONG-LEADTIME AND SINGLE SOURCE ITEMS; AND WASTE HANDLING TREATMENT, E.G. REMOVAL OFF-SITE, ON-SITE TREATMENT; AND

(C) ELEMENT: PROCESS QUALITY CONTROL: DESCRIBE PLAN TO PROVIDE CONSISTENT TNT QUALITY MEETING THE REQUIREMENTS OF MIL-DTD-248D; DESCRIBE APPROACH TO REDUCE AND/OR MITIGATE ANY NON-COMPLIANT LOTS; IDENTIFY QUALITY CERTIFICATIONS, SAMPLING PROCEDURES, INSPECTION AND TESTING EQUIPMENT/TECHNIQUES TO BE EMPLOYED. IDENTIFY APPLICABLE DATES AND AUTHORITIES; AND IDENTIFY PROCESS SAFETY ATTRIBUTES TO PROTECT PEOPLE AND EQUIPMENT IN ORDER TO MAINTAIN PROCESS INTEGRITY.

(3) SUBFACTOR: RECLAIMED TNT:

(A) ELEMENT: OVERALL RECLAMATION PLAN: STATE THE LOCATION OF THE FACILITIES INVOLVED, TO INCLUDE ALL CONTRACT AND SUBCONTRACT SOURCES; DEPICT THE SCHEDULE OF ACTIVITIES (BY MONTH) FROM CONTRACT AWARD DATE TO PRODUCT DELIVERY. THIS SHOULD DESCRIBE THE INTEGRATION OF ALL DIVERSE TASKS AND MILESTONES TO INCLUDE A CRITICAL PATH ANALYSIS THAT MUST BE SUCCESSFULLY COMPLETED ALONG WITH OTHER REQUISITE SOURCES; IDENTIFY THE REQUIRED PERMITS. DESCRIBE PLAN TO OBTAIN ALL REGULATORY (LOCAL, STATE AND FEDERAL) REQUIRED DOCUMENTS (PERMITS, LICENSES, ETC.) NECESSARY TO OPERATE AND SUPPLY RECLAIMED TNT; AND DETAIL RECLAMATION EXPERIENCE OF THE OFFEROR AND ITS SUBCONTRACTORS;

(B) ELEMENT: PROCESS TO BE EMPLOYED: THE OFFEROR SHALL INCLUDE DETAILS WITH RESPECT AS TO WHEN THE FACILITY WILL BE OPERATIONAL; DESCRIBE FROM CRADLE TO GRAVE, THE PROPOSED PROCESS TO BE EMPLOYED TO EXTRACT TNT FROM THE SOURCE MATERIAL; IDENTIFY FACILITIES AND EQUIPMENT; IDENTIFY CRITICAL SKILLS: HIRING/RETENTION/REPLACEMENT; MAINTENANCE PROGRAM; LINE CAPACITY; DESCRIBE THE ITEMS/CHARACTERISTICS THAT ARE CONSIDERED CRITICAL TO SAFETY AND THE MEASURES TO BE EMPLOYED THAT WILL MITIGATE/ELIMINATE THE HAZARDS; SECURITY ATTRIBUTES; IDENTIFY THE PROPOSED TYPE OF GOVERNMENT-FURNISHED MATERIAL (GFM) TO BE USED; AND WASTE HANDLING TREATMENT, E.G. REMOVAL OFF-SITE, ON-SITE TREATMENT; AND

(C) ELEMENT: PROCESS QUALITY CONTROL: DESCRIBE PLAN TO PROVIDE CONSISTENT TNT QUALITY MEETING THE REQUIREMENTS OF MIL-DTD-248D; DESCRIBE APPROACH TO REDUCE AND/OR MITIGATE ANY NON-COMPLIANT LOTS; IDENTIFY QUALITY CERTIFICATIONS, SAMPLING PROCEDURES, INSPECTION AND TESTING EQUIPMENT/TECHNIQUES TO BE EMPLOYED. IDENTIFY APPLICABLE DATES AND AUTHORITIES; AND IDENTIFY PROCESS SAFETY ATTRIBUTES TO PROTECT PEOPLE AND EQUIPMENT IN ORDER TO MAINTAIN PROCESS INTEGRITY.

(4) SUBFACTOR: VIRGIN TNT FROM A FOREIGN SOURCE: STATE THE LOCATION OF THE FACILITIES INVOLVED, TO INCLUDE ALL CONTRACT AND SUBCONTRACT SOURCES; DEPICT THE SCHEDULE OF ACTIVITIES (BY MONTH) FROM CONTRACT AWARD DATE TO PRODUCT DELIVERY. THIS SHOULD DESCRIBE THE INTEGRATION OF ALL DIVERSE TASKS AND MILESTONES TO INCLUDE A CRITICAL PATH ANALYSIS THAT MUST BE SUCCESSFULLY COMPLETED ALONG WITH OTHER REQUISITE SOURCES; REQUIRED LICENSING/REGULATORY DOCUMENTS NEEDED TO PURCHASE AND TRANSPORT FROM A FOREIGN SOURCE; PROVIDE INFORMATION RELATIVE TO PROCESS QUALITY CONTROL, TO INCLUDE PLAN TO PROVIDE CONSISTENT TNT QUALITY THAT SATISFIES THE REQUIREMENTS OF MIL-DTD-248D AND IDENTIFICATION OF QUALITY CERTIFICATIONS, SAMPLING PROCEDURES, INSPECTION AND TESTING EQUIPMENT/TECHNIQUES TO BE EMPLOYED;

B. FACTOR: COST/PRICE:

(1) COMPLETE AND SUBMIT UNIT PRICES IN ACCORDANCE WITH SECTION B OF THE SOLICITATION; AND

(2) COMPLETE THE PRICING MODEL, I.E. TNT PRICING TEMPLATES, AS PROVIDED AT ATTACHMENT 022 OF THE SOLICITATION (SEE SECTION J) AND INCLUDE AS A PART OF THE COST/PRICE VOLUME. INSTRUCTIONS FOR THE COMPLETION OF THE TNT PRICING MODEL ARE SPECIFIED AT ATTACHMENT 023 OF THE SOLICITATION (SEE SECTION J). THIS INFORMATION SHALL BE USED FOR BOTH PROGRAM AND EVALUATION PURPOSES. IN THE EVENT THAT DISCREPANCIES EXIST BETWEEN THE SPREADSHEET MODEL AND THE HARD COPY PROPOSAL, THE SPREADSHEET MODEL SHALL TAKE PRECEDENCE.

NOTE:

FOR MULTI-YEAR PRICING, PROPOSED PRICES INCLUDED IN "TNT PRICING TEMPLATE", TAB "MULTI-YEAR", LINE LABELED "PRICING STRUCTURE": "LEVEL PRICING SUMMARY (CONTRACT UNIT PRICE)", SHALL CORRESPOND WITH THOSE PRICES AS PROPOSED IN SECTION

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B OF THE SOLICITATION.

FOR MULTIPLE YEAR PRICING, PROPOSED PRICES INCLUDED IN "TNT PRICING TEMPLATE", TAB "MULTIPLE YEAR", LINE LABELED "PRICING STRUCTURE": "COMPOSITE PRICE PER LB (CONTRACT UNIT PRICE & UPPER RANGE LIMITS)", SHALL CORRESPOND WITH THOSE PRICES AS PROPOSED IN SECTION B OF THE SOLICITATION.

C. FACTOR: PAST PERFORMANCE:

(1) THE GOVERNMENT WILL CONDUCT A PERFORMANCE EVALUATION BASED UPON THE PAST PERFORMANCE OF THE OFFERORS AND THEIR PROPOSED SUBCONTRACTORS AS IT RELATES TO THE PROBABILITY OF SUCCESSFUL ACCOMPLISHMENT OF THE WORK REQUIRED BY THE SOLICITATION. THE OFFEROR AND THEIR PROPOSED SUBCONTRACTORS SHALL SUBMIT A DESCRIPTION OF THEIR PREVIOUS GOVERNMENT (FEDERAL, STATE AND LOCAL) CONTRACTS (ALL PRIME AND MAJOR SUBCONTRACTS) RECEIVED, OR IN PERFORMANCE, DURING THE MOST RECENT PERIOD, WHICH ARE IN ANY WAY RELEVANT TO THE EFFORT REQUIRED BY THIS SOLICITATION. FOR PURPOSES OF THIS EVALUATION, "RECENT" SHALL BE DEFINED AS OCCURRING WITHIN THE LAST THREE (3) YEARS PRIOR TO THE SOLICITATION'S INITIAL CLOSING DATE, AND THAT TIME THAT TRANSPIRES BETWEEN THE SOLICITATION'S INITIAL CLOSING DATE AND THE DATE OF AWARD.

FOR PURPOSES OF THIS EVALUATION, "RELEVANT" SHALL BE DEFINED AS HAVING PRODUCED/SUPPLIED THE SAME OR SIMILAR ITEMS WITHIN FEDERAL SUPPLY CLASS (FSC) 1376, REQUIRING THE SAME OR SIMILAR MANUFACTURING PROCESSES, SKILLS AND ABILITIES; COMMERCIAL CONTRACTS MAY BE INCLUDED, IF NECESSARY. THE DESCRIPTION TO BE PROVIDED SHALL INCLUDE THE FOLLOWING INFORMATION:

(A) CONTRACT NUMBER(S);

(B) THE OFFEROR IS RESPONSIBLE FOR PROVIDING ACCURATE NAMES AND PHONE/FAX NUMBERS OF TWO (2) POINTS OF CONTACT (CONTRACTING OFFICER/TECHNICAL POINT OF CONTACT) AT THE FEDERAL, STATE, LOCAL GOVERNMENT OR COMMERCIAL ENTITY FOR WHICH THE CONTRACT/EFFORT WAS PERFORMED. IT IS IMPERATIVE THAT THE OFFEROR PROVIDE ACCURATE AND UP-TO-DATE REFERENCES - FAILURE TO DO SO MAY RESULT IN A NEUTRAL RATING;

(C) PERIOD OF PERFORMANCE;

(D) DOLLAR VALUE OF THE CONTRACT;

(E) DETAILED DESCRIPTION OF THE WORK PERFORMED;

(F) NAMES OF SUBCONTRACTOR(S) USED, IF ANY, AND A DESCRIPTION OF THE EXTENT OF WORK PERFORMED BY THE SUBCONTRACTOR(S); AND

(G) THE NUMBER, TYPE AND SEVERITY OF ANY QUALITY, DELIVERY OR COST PROBLEMS IN PERFORMING THE CONTRACT, THE CORRECTIVE ACTION TAKEN AND THE EFFECTIVENESS OF THE CORRECTIVE ACTION.

(2) THE GOVERNMENT SHALL ASSESS RISKS ASSOCIATED WITH OFFEROR'S PAST PERFORMANCE IN THE FOLLOWING AREAS:

(A) SUBFACTOR: ON-TIME DELIVERY: THE OFFEROR WILL BE RATED BASED UPON ITS RECORD OF ON-TIME DELIVERY. INFORMATION TO BE PROVIDED BY THE OFFEROR WITH REGARD TO ITS RECENT, RELEVANT CONTRACTS WILL BE EVALUATED. THE OFFEROR MUST IDENTIFY AND PROVIDE INFORMATION ON DELIVERIES MADE, DELIVERIES SCHEDULED TO BE MADE, AND DELIVERIES RE-SCHEDULED TO BE MADE, DURING THE PERIOD OF RECENT PAST PERFORMANCE. PROVIDE ALL SUPPORTING DATA FOR VERIFICATION PURPOSES CONCERNING ALL OF THE FOREGOING-MENTIONED DELIVERIES EVEN THOUGH THE SUPPORTING INFORMATION MAY PRECEDE THE STATED PERIOD OF RECENT PAST PERFORMANCE;

(B) SUBFACTOR: QUALITY: THE OFFEROR WILL BE RATED BASED UPON ITS RECORD OF QUALITY ASSURANCE. INFORMATION TO BE PROVIDED BY THE OFFEROR WITH REGARD TO ITS RECENT, RELEVANT CONTRACTS WILL BE EVALUATED. EVIDENCE OF QUALITY AWARDS AND/OR QUALITY CERTIFICATIONS PRESENTED TO THE OFFEROR CAN BE SUBMITTED FOR CONSIDERATION. IN THE EVENT THAT INDICATION OF ANY QUALITY PROBLEMS ARE FOUND, THE OFFEROR'S PROCESS TO IMPROVE PRODUCT QUALITY WILL BE EVALUATED. THE OFFEROR WILL BE REQUIRED TO SUBMIT DATA EXPLAINING CORRECTIVE ACTION(S) IT HAS TAKEN TO IMPROVE ITS PROCESS AND/OR RESOLVE QUALITY PROBLEMS. THE OFFEROR WILL BE REQUIRED TO DISCLOSE INFORMATION ABOUT REQUEST FOR WAIVERS (RFWs), REQUEST FOR DEVIATIONS (RFDs), QUALITY DEFICIENCY REPORTS (QDRs), FIRST ARTICLE TEST (FAT) FAILURES, LOT ACCEPTANCE TEST (LAT) FAILURES, AND/OR OTHER PRODUCT QUALITY OF QUALITY PROGRAM-RELATED PROBLEMS. THE OFFEROR'S SUBMISSION MUST BE CLEAR AND CONCISE WHEN DESCRIBING ANY DEFICIENCY, STATING THE CORRECTIVE ACTION AND WHEN IT WAS IMPLEMENTED. THE GOVERNMENT WILL EVALUATE ALL QUALITY ISSUES IT DISCOVERS DURING THE PERIOD OF "RECENT PAST PERFORMANCE", REGARDLESS OF WHEN ACTUAL DELIVERY WAS MADE; AND

(C) SUBFACTOR: CUSTOMER SATISFACTION.

(3) EACH PERFORMANCE RISK ASSESSMENT OF THE AREAS LISTED ABOVE WILL CONSIDER THE NUMBER AND SEVERITY OF PROBLEMS, THE EFFECTIVENESS OF CORRECTIVE ACTIONS TAKEN AND THE OVERALL WORK RECORD. THE ASSESSMENT OF PERFORMANCE RISK IS NOT INTENDED TO BE THE PRODUCT OF A MECHANICAL OR MATHEMATICAL ANALYSIS OF AN OFFEROR'S PERFORMANCE ON A LIST OF CONTRACTS, BUT RATHER, THE PRODUCT OF SUBJECTIVE JUDGMENT OF THE EVALUATORS AFTER CONSIDERING ALL AVAILABLE, RELEVANT AND RECENT INFORMATION;

Name of Offeror or Contractor:

(4) THE GOVERNMENT WILL OBTAIN WHATEVER INFORMATION IT DEEMS MOST RELEVANT TO THE REQUIRED EFFORT BY TELEPHONIC AND/OR WRITTEN INQUIRY. THE GOVERNMENT INTENDS TO FORWARD A PERFORMANCE RISK QUESTIONNAIRE TO THOSE GOVERNMENT AND COMMERCIAL ACTIVITIES PROVIDED BY THE OFFEROR IN THEIR PROPOSAL; AND

(5) ANY OFFEROR THAT DOES NOT HAVE A RECORD OF RECENT, RELEVANT PAST PERFORMANCE WILL BE ASSIGNED A NEUTRAL PERFORMANCE RISK RATING. AN OFFEROR WITHOUT A RECORD OF RECENT, RELEVANT PAST PERFORMANCE OR FOR WHOM INFORMATION ON PAST PERFORMANCE IS NOT AVAILABLE, WILL NOT BE EVALUATED FAVORABLY OR UNFAVORABLY ON PAST PERFORMANCE.

D. FACTOR: SMALL BUSINESS (SB) UTILIZATION PLAN:

(1) ALL OFFERORS (SB, LARGE BUSINESS AND FOREIGN) ARE REQUIRED TO IDENTIFY THE EXTENT TO WHICH:

(A) SMALL BUSINESSES (SBs), VETERAN-OWNED SMALL BUSINESS (VOSB), SERVICE DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB), SMALL DISADVANTAGED BUSINESS (SDB), WOMAN-OWNED SMALL BUSINESSES (WOSBs), HISTORICALLY UNDERUTILIZED BUSINESS ZONE (HUBZONE) SMALL BUSINESSES, HEREINAFTER ALL REFERRED TO AS SBs, WILL BE UTILIZED IN THE PERFORMANCE OF THE PROPOSED CONTRACT; AND

(B) HISTORICALLY BLACK COLLEGES, UNIVERSITIES AND MINORITY INSTITUTIONS (HBCU/MIs) WILL BE UTILIZED IN THE PERFORMANCE OF THE PROPOSED CONTRACT.

(2) FOR SBs, AS IDENTIFIED BY THE SIZE STANDARD FOR THE NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE APPLICABLE TO THIS SOLICITATION, THE OFFEROR'S OWN PARTICIPATION AS A SB OR HBCU/MI IS TO BE IDENTIFIED AND WILL BE CONSIDERED IN EVALUATING SMALL BUSINESS UTILIZATION:

(A) SUBFACTOR: PROPOSED SB UTILIZATION:

(i) THE OFFEROR IS TO PROVIDE NAMES, PRODUCTS/SERVICES AND ESTIMATED DOLLAR VALUE AND TYPE OF SB AND HBCU/MIs WHO WOULD PARTICIPATE IN THE PROPOSED CONTRACT IN THE FORMAT BELOW:

SB TYPE	ESTIMATED \$ VALUE	PRODUCT/SERVICE	COMPANY NAME
TOTAL SB \$			

(ii) LARGE BUSINESS AND FOREIGN OFFERORS, WHERE FAR 52.219.9 APPLIES, SHALL IDENTIFY THE TOTAL SUBCONTRACTING DOLLARS.

(B) SUBFACTOR: SMALL BUSINESS (SB) UTILIZATION PAST PERFORMANCE:

(i) ALL OFFERORS ARE TO PROVIDE A DETAILED DESCRIPTION OF THEIR METHODS USED TO PROMOTE AND UTILIZE SB OVER THE PAST THREE (3) YEARS AS PRESCRIBED BY FAR 52.219-8, INCLUDING:

(a) A DESCRIPTION AND AVAILABLE DOCUMENTATION OF THE METHODS EMPLOYED TO PROMOTE SB UTILIZATION; AND

(b) A DESCRIPTION OF THE INTERNAL METHODS USED TO MONITOR SMALL BUSINESS UTILIZATION.

(ii) LARGE BUSINESS AND FOREIGN OFFERORS SHALL DOCUMENT THEIR PERFORMANCE OVER THE PAST THREE (3) YEARS FOR SIMILAR WORK, AS PRESCRIBED BY FAR 52.219-9 "SMALL BUSINESS SUBCONTRACTING PLAN". THIS DOCUMENTATION SHALL INCLUDE THEIR ACTUAL PERFORMANCE IN UTILIZING SB AND HBCU/MI SUBCONTRACTING GOALS. THE DOCUMENTATION SHALL INCLUDE THE FINAL OR MOST RECENT STANDARD FORM (SF) 294 FOR EACH RELEVANT CONTRACT. IF THE LARGE BUSINESS PROPOSES SUBSTANTIALLY DIFFERENT SMALL BUSINESS UTILIZATION THAN EXPERIENCED ON SIMILAR WORK IN THE PAST, THEY MUST EXPLAIN HOW THEY WILL ACCOMPLISH THAT HIGHER/LOWER PROPOSED LEVEL. LARGE BUSINESS AND FOREIGN OFFERORS THAT HAVE NOT HAD A CONTRACT IN THE PAST THREE (3) YEARS INCORPORATING FAR CLAUSE 52.219-9, SHALL SO STATE.

E. FINANCIAL RESPONSIBILITY INFORMATION: THE FOLLOWING LIST OF INFORMATION TO BE SUBMITTED BY THE OFFEROR IS TO BE USED AS A GUIDELINE, HOWEVER, DEVIATION FROM THE FORMAT SPECIFIED BELOW WILL NOT BE CONSIDERED GROUNDS FOR DISQUALIFICATION FROM THE COMPETITION SO LONG AS THE INFORMATION PROVIDED CONSTITUTES A REASONABLE SUBSTITUTE:

(1) THE MOST RECENT THREE (3) YEARS OF FINANCIAL STATEMENTS (PREFERABLY AUDITED) OF SF 1407. NOTE THAT THE SUBMISSION OF UNAUDITED FINANCIAL STATEMENTS WILL DELAY THE EVALUATION PROCESS. THE GOVERNMENT WILL AUDIT ALL UNAUDITED FINANCIAL STATEMENTS:

(A) FINANCIAL STATEMENTS SHOULD INCLUDE, AT A MINIMUM, THE FOLLOWING FOR EACH COMPANY:

BALANCE SHEET;

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INCOME STATEMENT;
STATEMENT OF CASH FLOWS;
FOOTNOTES TO THE FINANCIAL STATEMENTS; AND
COPY OF THE CERTIFIED PUBLIC ACCOUNTANT'S OPINION REGARDING THE FINANCIAL STATEMENTS SUBMITTED.

(B) A COPY OF THE CURRENT ANNUAL REPORT, AS AVAILABLE.

(2) ANY ADDITIONAL INFORMATION PROVIDED IN THE OFFEROR'S (INCLUDING PRIME AND/OR MAJOR SUBCONTRACTORS) SUBMISSION PACKAGE WILL BE CONSIDERED. EXAMPLES OF OTHER INFORMATION INCLUDE: CURRENT PART YEAR FINANCIAL STATEMENT, CURRENT OPEN CREDIT LINES, AND PRO FORMA FINANCIAL STATEMENTS FOR FUTURE YEARS. THIS INFORMATION WILL BE USED TO EVALUATE YOUR FIRM'S FINANCIAL CAPABILITIES RELATIVE TO RESPONSIBILITY;

(3) FINANCIAL STATEMENTS SHOULD PERTAIN TO THE BUSINESS UNIT(S) THAT WILL ACTUALLY BE PERFORMING THE WORK;

(4) IF THE COMPANY TO BE PERFORMING THE WORK IS A DIVISION OF A PARENT COMPANY WHERE THE PARENT COMPANY IS FINANCIALLY RESPONSIBLE FOR THE OPERATIONS OF THE DIVISION, AUDITED STATEMENTS FOR THE PARENT COMPANY WILL SUFFICE. IN THIS CASE, THE COMPANY SHOULD PROVIDE LEGAL DOCUMENTATION TO SUPPORT THE EXISTENCE OF SUCH A RELATIONSHIP;

(5) IF THE COMPANY TO BE PERFORMING THE WORK IS A SUBSIDIARY OF A PARENT COMPANY WHERE THE PARENT COMPANY IS NOT FINANCIALLY RESPONSIBLE FOR THE OPERATIONS OF THE SUBSIDIARY, AUDITED FINANCIAL STATEMENTS OF A PARENT COMPANY ARE GENERALLY NOT A SUFFICIENT SUBSTITUTE UNLESS ONE (1) OF TWO (2) CONDITIONS EXISTS:

(A) THE COMPANY OBTAINS, AND FURNISHES TO THE PROCURING CONTRACTING OFFICER, A WRITTEN SUPPLEMENT TO THE CERTIFIED PUBLIC ACCOUNTANTS FIRM'S EXISTING STATEMENT REGARDING THE PARENT COMPANY'S FINANCIAL STATEMENTS. THIS SUPPLEMENT SHOULD STATE CLEARLY THAT THE INDEPENDENT AUDITOR HAS REVIEWED THE SUBSIDIARY'S OR DIVISION'S FINANCIAL STATEMENTS AS SUBMITTED IN RESPONSE TO THIS REQUEST FOR PROPOSAL, AND HAS FOUND THEM TO BE AN ACCURATE REPRESENTATION OF THAT BUSINESS UNIT'S FINANCIAL CONDITION AS OF THE DATE OF THOSE STATEMENTS; AND

(B) THE PARENT COMPANY SUBMITS TO THE PROCURING CONTRACTING OFFICER A LETTER OF COMMITMENT, SIGNED BY AN OFFICIAL WITH THE AUTHORITY TO BIND THAT FIRM, STATING THAT THE PARENT COMPANY ASSUMES FINANCIAL RESPONSIBILITY FOR THE PERFORMANCE OF THE SUBSIDIARY OR SUBORDINATE COMPANY IN THE PERFORMANCE OF THIS CONTRACT.

(6) IF THE COMPANY TO BE PERFORMING THE WORK IS A JOINT VENTURE, LIMITED LIABILITY COMPANY OR SIMILAR TYPE OF ENTITY, THE COMPANY SHOULD SUBMIT THE FINANCIAL STATEMENTS OF ALL THE PARTICIPATING FIRMS. THIS INCLUDES ANY FINANCIAL STATEMENTS, PRO FORMA OR OTHERWISE, THAT EXIST FOR THE PERFORMING ENTITY. THE COMPANY SHOULD ALSO SUBMIT LEGAL DOCUMENTATION CLEARLY DISCLOSING THE CONDITIONS OF THE BUSINESS ARRANGEMENTS AND ATTENDANT FINANCIAL TERMS.

6. BASED UPON THE POTENTIAL FOR SIGNIFICANT SUBCONTRACTOR PERFORMANCE ASSOCIATED WITH AN OFFEROR'S TOTAL TNT SUPPLY PROPOSAL, WITH A CORRESPONDING GOVERNMENT REQUIREMENT TO POSSIBLY DISCUSS A PROSPECTIVE SUBCONTRACTOR'S PROPRIETARY INFORMATION, THE OFFEROR'S PROPOSAL SHALL INCLUDE A PROSPECTIVE SUBCONTRACTOR'S CONSENT RELATIVE TO THE GOVERNMENT'S DISCLOSURE OF ANY PROPRIETARY PERFORMANCE INFORMATION DIRECTLY TO THE OFFEROR. SAID CONSENT SHALL BE REQUIRED FOR THOSE PROSPECTIVE SUBCONTRACTORS AS REFERENCED IN ANY OF THE VOLUMES TO BE SUBMITTED AS PART OF AN OFFEROR'S PROPOSAL.

(END OF PROVISION)

*** END OF NARRATIVE L 001 ***

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SECTION M - EVALUATION FACTORS FOR AWARD

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

MA7001

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.217-5	EVALUATION OF OPTIONS	JUL/1990
M-2	52.247-50	NO EVALUATION OF TRANSPORTATION COSTS	APR/1984
M-3	9.104-2	SPECIAL STANDARDS OF RESPONSIBILITY	SEP/1995

The following general/special standards will be used in the responsibility of prospective contractors:

- 1) First Article Testing Required.
- 2) Security Preaward Survey Required.
- 3) Physical Security Standards IAW DoD 5100.76M
- 4) Transportation Security Requirements IAW C1 OSC 52.247-4503
- 5) Compliance with Local Labor Laws (Overseas) IAW I-57 DFARS 252.222-7002
- 6) Higher Level Contract Quality Requirements IAW E5 FAR 52.246-11 ISO 9001-2000
- 7) Non Disclosure of Information IAW I-51 DFARS 252.204-7000
- 8) Safety Pre-Award Survey Required
- 9) Financial Responsibility

(End of Provision)

(MF6013)

M-4	15.204-5(C)	SECTION M, EVALUATION FACTORS FOR AWARD	OCT/1997
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1. AWARD OF THE FIVE (5) YEAR, MULTI-YEAR OR MULTIPLE-YEAR INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT FOR TRINITROTOLUENE (TNT) SHALL BE EFFECTED TO THAT OFFEROR WHOSE PROPOSAL IS DETERMINED TO PROVIDE THE BEST VALUE TO THE GOVERNMENT, ALL FACTORS TAKEN INTO CONSIDERATION. THE EVALUATION CRITERIA TO BE EMPLOYED SHALL INCLUDE THOSE FACTORS AS DESCRIBED BELOW. IT IS THE OFFEROR'S RESPONSIBILITY TO SUBMIT INFORMATION AND EVIDENCE WITH THEIR PROPOSAL THAT CLEARLY DEMONSTRATES ITS ABILITY TO SATISFACTORILY PERFORM THE CONTRACT REQUIREMENTS. OFFERORS ARE ADVISED THAT A PROPOSAL CONTAINING AN UNREALISTICALLY LOW PRICE COULD BE DEEMED INDICATIVE OF AN OFFER THAT LACKS A TECHNICAL UNDERSTANDING AND/OR FAILURE TO COMPREHEND THE COMPLEXITY AND RISKS ASSOCIATED WITH ANY SUBSEQUENT CONTRACT, AND CONSEQUENTLY, MAY MAKE THE PROPOSAL UNACCEPTABLE FOR AWARD. THE GOVERNMENT RESERVES THE RIGHT TO MAKE NO AWARD AS A RESULT OF THE SOLICITATION IF, UPON EVALUATION, NONE OF THE PROPOSALS ARE DEEMED LIKELY TO MEET THE MANAGEMENT/TECHNICAL REQUIREMENTS AT AN ACCEPTABLE LEVEL OF RISK AND/OR PRICE.

2. UPON COMPLETION OF THE EVALUATION, A TRADE-OFF PROCESS SHALL BE CONDUCTED TO DETERMINE WHICH PROPOSAL PROVIDES THE BEST VALUE TO THE GOVERNMENT. FOR PURPOSES OF THIS TRADE-OFF PROCESS, THE RELATIVE WEIGHT/IMPORTANCE OF THE FACTORS AND CORRESPONDING SUBFACTORS SHALL BE AS FOLLOWS:

A. FACTORS: THE MANAGEMENT/TECHNICAL FACTOR IS SIGNIFICANTLY MORE IMPORTANT THAN COST/PRICE FACTOR AND PAST PERFORMANCE FACTOR, WHICH ARE OF EQUAL IMPORTANCE, AND INDIVIDUALLY, ARE SIGNIFICANTLY MORE IMPORTANT THAN SMALL BUSINESS (SB) UTILIZATION FACTOR. ALL EVALUATION FACTORS OTHER THAN COST/PRICE, WHEN COMBINED, ARE SIGNIFICANTLY MORE IMPORTANT THAN COST/PRICE.

B. MANAGEMENT/TECHNICAL SUBFACTORS: THE VIRGIN TNT FROM A NATIONAL TECHNOLOGY AND INDUSTRIAL BASE (NTIB) FACILITY SUBFACTOR IS SIGNIFICANTLY MORE IMPORTANT THAN THE RECLAIMED TNT SUBFACTOR, WHICH IS SIGNIFICANTLY MORE IMPORTANT THAN THE PROGRAM MANAGEMENT PLAN

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SUBFACTOR, WHICH IS SIGNIFICANTLY MORE IMPORTANT THAN THE VIRGIN TNT FROM A FOREIGN SOURCE SUBFACTOR. THOSE ELEMENTS SPECIFIED WITHIN THE VIRGIN TNT FROM A NTIB FACILITY SUBFACTOR AND RECLAIMED TNT SUBFACTOR ARE OF EQUAL IMPORTANCE. OFFERORS SHOULD NOTE THAT IN THE EVALUATION OF THE MERITS OF THESE PLANS, THE GOVERNMENT WILL RATE MORE FAVORABLY THOSE PLANS WHICH OPTIMIZE RECLAMATION EFFORTS VICE SUPPLY OF FOREIGN-PRODUCED TNT, AND THOSE PLANS WHICH OPTIMIZE THE FLEXIBILITY OF THE NTIB FACILITY TO PRODUCE OTHER ENERGETIC MATERIALS;

C. PAST PERFORMANCE SUBFACTORS: THE SUBFACTORS OF ON-TIME DELIVERY AND QUALITY ARE OF EQUAL IMPORTANCE, AND INDIVIDUALLY, ARE SIGNIFICANTLY MORE IMPORTANT THAN CUSTOMER SATISFACTION; AND

D. SMALL BUSINESS (SB) UTILIZATION PLAN SUBFACTORS: THE SUBFACTORS OF PROPOSED SB UTILIZATION AND SB UTILIZATION PAST PERFORMANCE ARE OF EQUAL IMPORTANCE;

3. THE FOLLOWING EVALUATION FACTORS SHALL BE EMPLOYED IN SUPPORT OF AN AWARD DECISION:

A. FACTOR: MANAGEMENT/TECHNICAL PLAN:

THERE ARE FOUR (4) SUBFACTORS IN THE MANAGEMENT/TECHNICAL AREA. THE OFFEROR SHALL BE GIVEN AN OVERALL MANAGEMENT/TECHNICAL FACTOR RATING BASED UPON THE INDEPENDENT RATINGS FOR EACH SUBFACTOR. THE FOUR (4) SUBFACTORS ARE:

- (1) SUBFACTOR: PROGRAM MANAGEMENT PLAN;
- (2) SUBFACTOR: VIRGIN TNT FROM A NTIB FACILITY:
 - (A) ELEMENT: OVERALL PLAN FOR ESTABLISHING FACILITY;
 - (B) ELEMENT: PROCESS TO BE EMPLOYED; AND
 - (C) ELEMENT: PROCESS QUALITY CONTROL.

- (3) SUBFACTOR: RECLAIMED TNT:
 - (A) ELEMENT: OVERALL RECLAMATION PLAN;
 - (B) ELEMENT: PROCESS TO BE EMPLOYED; AND
 - (C) ELEMENT: PROCESS QUALITY CONTROL.

- (4) SUBFACTOR: VIRGIN TNT FROM A FOREIGN SOURCE.

B. FACTOR: COST/PRICE:

(1) PRICE ANALYSIS SHALL BE USED TO DETERMINE: (A) PRICE REASONABLENESS; AND (B) WHETHER THE PROPOSAL REFLECTS AN UNDERSTANDING OF THE AGGREGATE EFFORT REQUIRED. ADDITIONAL ANALYSES TECHNIQUES MAY BE USED AS DETERMINED NECESSARY BY THE PROCURING CONTRACTING OFFICER. THESE METHODS OF EVALUATION MAY INCLUDE THE USE OF INFORMATION/INPUT FROM SOURCES SUCH AS (BUT NECESSARILY LIMITED TO) OTHER GOVERNMENT AGENCIES AND PERSONNEL. AS PART OF THE EVALUATION, PROPOSALS SHALL BE REVIEWED TO IDENTIFY ANY SIGNIFICANT UNBALANCED PRICING. IN ACCORDANCE WITH FAR 15.404-1(g), I.E. UNBALANCED PRICING, A PROPOSAL MAY BE REJECTED IF THE CONTRACTING OFFICER DETERMINES THE LACK OF BALANCE POSES AN UNACCEPTABLE RISK TO THE GOVERNMENT;

(2) THE TOTAL EVALUATED PRICE WILL BE DERIVED FROM THE PRICING MODEL, I.E. TNT PRICING TEMPLATE, AS INCORPORATED AT ATTACHMENT 022 OF THE SOLICITATION - SEE SECTION J. FOR BOTH PRICING APPROACHES, THIS PRICE IS IDENTIFIED AS "EVALUATED AGGREGATE PER LB (ALL RANGES/ALL YEARS)" IN THE MODEL. DEVELOPMENT OF THIS NUMBER IS DESCRIBED IN STEP NUMBERS 1 THROUGH 25 OF THE MULTI-YEAR PRICING MODEL INSTRUCTIONS AND STEP NUMBERS 1 THROUGH 23 OF THE MULTIPLE YEAR PRICING MODEL INSTRUCTIONS AS SPECIFIED AT ATTACHMENT 023 - SEE SECTION J. AS COMPLETED WITHIN THE PRICING MODEL, THIS PRICE IS DEVELOPED BY ADJUSTING THE PROPOSED PRICING FOR THOSE EVALUATION FACTORS AS IDENTIFIED IN THE SOLICITATION. THESE EVALUATION FACTORS ARE AS FOLLOWS: (A) COST OF FIRST ARTICLE TESTING (UPWARD ADJUSTMENT); (B) A TRANSPORTATION EVALUATION FACTOR ASSOCIATED WITH THE MOVEMENT OF GOVERNMENT-FURNISHED MATERIAL (GFM) (UPWARD ADJUSTMENT); (C) DUTY-FREE ENTRY EVALUATION (DOWNWARD ADJUSTMENT); (D) AN EVALUATION FACTOR ASSOCIATED WITH THE RENT-FREE USAGE OF GOVERNMENT-OWNED EQUIPMENT (UPWARD ADJUSTMENT); AND (E) AN EVALUATION FACTOR ASSOCIATED WITH THE PROPOSED USAGE OF GFM (DOWNWARD ADJUSTMENT). THESE ADJUSTMENTS ARE MADE IN THE PRICING MODEL AND REQUIRE INPUT BY THE OFFEROR FOR FIRST ARTICLE TESTING, RENT-FREE GOVERNMENT-FURNISHED EQUIPMENT (GFE) USAGE, AND RECLAMATION, AS DESCRIBED IN THE PRICING MODEL INSTRUCTIONS;

(3) AFTER DETERMINATION OF PRICE REASONABLENESS FOR EACH OFFEROR'S MULTI-YEAR AND MULTIPLE YEAR PRICING APPROACHES, A COMPARISON WILL BE COMPLETED BETWEEN THE TWO (2) APPROACHES USING PRESENT VALUE ANALYSIS. THE RESULTS OF THIS ANALYSIS FOR EACH OFFEROR WILL BE USED IN MAKING THE BEST VALUE AWARD DECISION; AND

- (4) THE PRICES, I.E. MULTI-YEAR AND MULTIPLE YEAR, FOR USE IN THE PRICING OUTCOME COMPARISON WILL BE DERIVED FROM THE PRICING

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MODEL, I.E. ATTACHMENT 022 - TNT PRICING TEMPLATE. FOR THE MULTI-YEAR PRICING APPROACH, THIS PRICE IS IDENTIFIED AS "COMPOSITE PRICE PER LB APPLIED TO TOTAL AVAILABLE QTY". DEVELOPMENT OF THIS NUMBER IS DESCRIBED IN STEP NUMBERS 1 THROUGH 14 OF THE MULTI-YEAR INSTRUCTIONS. FOR THE MULTIPLE YEAR PRICING APPROACH, THIS PRICE IS IDENTIFIED AS "COMPOSITE YEARLY PRICE PER LB (ALL RANGES)". DEVELOPMENT OF THIS NUMBER IS DESCRIBED IN STEP NUMBERS 1 THROUGH 11 OF THE MULTIPLE YEAR INSTRUCTIONS;

(5) IF THE GOVERNMENT DETERMINES BEFORE AWARD THAT ONLY THE FIRST PROGRAM YEAR REQUIREMENTS ARE NEEDED, THE EVALUATION OF PRICE WILL ONLY CONSIDER THE FIRST YEAR OF THE MULTIPLE YEAR PRICING APPROACH. AS STATED IN SECTION A OF THE SOLICITATION, AWARD WILL NOT BE MADE ON LESS THAN THE FIRST PROGRAM YEAR REQUIREMENTS.

C. FACTOR: PAST PERFORMANCE:

(1) INFORMATION TO BE PROVIDED BY THE OFFEROR WITH REGARD TO ITS RECENT, RELEVANT PAST PERFORMANCE WILL BE EVALUATED. OTHER SOURCES AVAILABLE TO THE GOVERNMENT OTHER THAN THE OFFEROR'S PROPOSAL WILL BE UTILIZED TO GATHER INFORMATION AND EVALUATE THE PREDETERMINED FACTORS. SOURCES SUCH AS, BUT NOT LIMITED TO, INFORMATION OBTAINED THROUGH INTERFACE WITH THE PPIMS AND/OR CPARS SYSTEMS, CONTRACTING, ADMINISTRATIVE AND PRE-AWARD OFFICES AT OTHER DoD LOCATIONS, PAST CUSTOMERS, AND PREVIOUS CONTRACTING OFFICIALS, COULD BE EMPLOYED FOR PURPOSES OF GATHERING INFORMATION;

(2) FOR PURPOSES OF THIS EVALUATION, "RECENT" SHALL BE DEFINED AS OCCURRING WITHIN THE LAST THREE (3) YEARS PRIOR TO THE SOLICITATION'S INITIAL CLOSING DATE, AND THAT TIME THAT TRANSPIRES BETWEEN THE SOLICITATION'S INITIAL CLOSING DATE AND THE DATE OF AWARD;

(3) FOR PURPOSES OF THIS EVALUATION, "RELEVANT" SHALL BE DEFINED AS HAVING PRODUCED/SUPPLIED THE SAME OR SIMILAR ITEMS WITHIN FEDERAL SUPPLY CLASS (FSC) 1376, REQUIRING THE SAME OR SIMILAR MANUFACTURING PROCESSES, SKILLS AND ABILITIES; AND

(4) THERE ARE THREE (3) SUBFACTORS IN THE AREA OF PAST PERFORMANCE, I.E. ON-TIME DELIVERY, QUALITY AND CUSTOMER SATISFACTION. THE OFFEROR SHALL BE GIVEN AN OVERALL RATING WITH RESPECT TO PAST PERFORMANCE BASED UPON THE RATINGS FROM EACH SUBFACTOR. IN DEVELOPING THE OVERALL RATING, THE SUBFACTORS OF ON-TIME DELIVERY AND QUALITY ARE OF EQUAL IMPORTANCE, AND INDIVIDUALLY, ARE SIGNIFICANTLY MORE IMPORTANT THAN CUSTOMER SATISFACTION. THESE SUBFACTORS ARE FURTHER DESCRIBED AS FOLLOWS:

(A) SUBFACTOR: ON-TIME DELIVERY: THE OFFEROR WILL BE RATED BASED UPON ITS RECORD OF ON-TIME DELIVERY. INFORMATION TO BE PROVIDED BY THE OFFEROR WITH REGARD TO ITS RECENT, RELEVANT CONTRACTS WILL BE EVALUATED. THE OFFEROR MUST IDENTIFY AND PROVIDE INFORMATION ON DELIVERIES MADE, DELIVERIES SCHEDULED TO BE MADE, AND DELIVERIES RE-SCHEDULED TO BE MADE, DURING THE PERIOD OF RECENT PAST PERFORMANCE. PROVIDE ALL SUPPORTING DATA FOR VERIFICATION PURPOSES CONCERNING ALL OF THE FOREGOING-MENTIONED DELIVERIES EVEN THOUGH THE SUPPORTING INFORMATION MAY PRECEDE THE STATED PERIOD OF RECENT PAST PERFORMANCE;

(B) SUBFACTOR: QUALITY: THE OFFEROR WILL BE RATED BASED UPON ITS RECORD OF QUALITY ASSURANCE. INFORMATION TO BE PROVIDED BY THE OFFEROR WITH REGARD TO ITS RECENT, RELEVANT CONTRACTS WILL BE EVALUATED. EVIDENCE OF QUALITY AWARDS AND/OR QUALITY CERTIFICATIONS PRESENTED TO THE OFFEROR CAN BE SUBMITTED FOR CONSIDERATION. IN THE EVENT THAT INDICATION OF ANY QUALITY PROBLEMS ARE FOUND, THE OFFEROR'S PROCESS TO IMPROVE PRODUCT QUALITY WILL BE EVALUATED. THE OFFEROR WILL BE REQUIRED TO SUBMIT DATA EXPLAINING CORRECTIVE ACTION(S) IT HAS TAKEN TO IMPROVE ITS PROCESS AND/OR RESOLVE QUALITY PROBLEMS. THE OFFEROR WILL BE REQUIRED TO DISCLOSE INFORMATION ABOUT REQUEST FOR WAIVERS (RFWs), REQUEST FOR DEVIATIONS (RFDs), QUALITY DEFICIENCY REPORTS (QDRs), FIRST ARTICLE TEST (FAT) FAILURES, LOT ACCEPTANCE TEST (LAT) FAILURES, AND/OR OTHER PRODUCT QUALITY OF QUALITY PROGRAM-RELATED PROBLEMS. THE OFFEROR'S SUBMISSION MUST BE CLEAR AND CONCISE WHEN DESCRIBING ANY DEFICIENCY, STATING THE CORRECTIVE ACTION AND WHEN IT WAS IMPLEMENTED. THE GOVERNMENT WILL EVALUATE ALL QUALITY ISSUES IT DISCOVERS DURING THE PERIOD OF "RECENT PAST PERFORMANCE", REGARDLESS OF WHEN ACTUAL DELIVERY WAS MADE; AND

(C) SUBFACTOR: CUSTOMER SATISFACTION: THE GOVERNMENT WILL INITIATE CONTACT WITH THOSE INDIVIDUALS IDENTIFIED IN THE OFFEROR'S PAST PERFORMANCE INFORMATION FOR PURPOSES OF ASSESSING THEIR OVERALL SATISFACTION WITH THE OFFEROR. RATINGS SHALL BE ASSIGNED BASED UPON THE THOSE RESPONSES TO QUESTIONNAIRES THAT WILL BE DISTRIBUTED AND THROUGH THE CONDUCT OF TELEPHONE INTERVIEWS WITH SELECTED INDIVIDUALS. THE GOVERNMENT RESERVES THE RIGHT TO DETERMINE TO WHOM AND FOR WHICH CONTRACTS QUESTIONNAIRES WILL BE SENT AND TELEPHONE INTERVIEWS CONDUCTED TO ASSURE THAT A FAIR SAMPLING OF PAST PERFORMANCE IS CONSIDERED.

D. FACTOR: SMALL BUSINESS (SB) UTILIZATION PLAN:

(1) THE GOVERNMENT WILL EVALUATE ALL OFFEROR'S, I.E. SB, LARGE BUSINESSES AND FOREIGN, PROPOSED UTILIZATION OF SB, SMALL DISADVANTAGED BUSINESS (SDB), WOMEN-OWNED SMALL BUSINESS (WOSB), VETERAN-OWNED SMALL BUSINESS (VOSB), SERVICE DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB), HISTORICALLY UNDERUTILIZED BUSINESS ZONE SMALL BUSINESS (HUBZONE), HEREINAFTER ALL TO BE REFERRED TO AS SB, AND HISTORICALLY BLACK COLLEGES AND UNIVERSITIES/MINORITY INSTITUTIONS (HBCU/MIs);

(2) FOR SBs, AS IDENTIFIED BY THE SIZE STANDARD FOR THE NORTH AMERICA INDUSTRY CLASSIFICATION SYSTEM (NAICS) APPLICABLE TO THIS SOLICITATION, THE OFFEROR'S OWN PARTICIPATION AS A SB OR HBCU/MI IS TO BE IDENTIFIED AND WILL BE CONSIDERED IN EVALUATING SMALL BUSINESS UTILIZATION; AND

(3) THE GOVERNMENT WILL EVALUATE THE FOLLOWING:

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(A) PROPOSED SB UTILIZATION: THE GOVERNMENT WILL EVALUATE THE EXTENT TO WHICH AN OFFEROR IDENTIFIES AND COMMITS TO UTILIZING SB AND HBCU/MI IN THE PERFORMANCE OF THE PROPOSED CONTRACT. SUCH UTILIZATION MAY BE AS THE CONTRACTOR, A SUBCONTRACTOR, OR AS A MEMBER OF A JOINT VENTURE OR TEAMING ARRANGEMENT. THESE ELEMENTS ARE:

- (i) COMPLEXITY OF SPECIFIC PRODUCTS OR SERVICES THAT WILL BE PROVIDED BY THOSE SBs AND HBCU/MIs;
- (ii) ESTIMATED DOLLAR AMOUNT OF EACH OF THE SB CATEGORIES AND HBCU/MIs; AND
- (iii) PROPOSED SB UTILIZATION BY LARGE BUSINESS AND FOREIGN OFFERORS WILL BE COMPARED TO THEIR HISTORICAL PERCENTAGES ON SIMILAR CONTRACTS TO DETERMINE REALISM.

(B) SMALL BUSINESS (SB) UTILIZATION PAST PERFORMANCE: THE GOVERNMENT WILL EVALUATE THE OFFEROR'S ACTUAL PERFORMANCE IN ACHIEVING THE PROPOSED SB UTILIZATION ON PREVIOUS, SIMILAR CONTRACTS. THIS EVALUATION WILL INCLUDE AN ASSESSMENT OF:

- (i) THE OFFEROR'S PERFORMANCE OVER THE PAST THREE (3) YEARS AS PRESCRIBED BY THE FEDERAL ACQUISITION REGULATION (FAR) CLAUSE 52.219-8, "UTILIZATION OF SMALL BUSINESS CONCERNS". SMALL BUSINESSES (SBs) AND HBCU/MIs ARE REMINDED TO INCLUDE THEIR OWN PERFORMANCE ON THEIR CONTRACTS;
- (ii) FOR LARGE BUSINESS AND FOREIGN OFFERORS, THEIR PERFORMANCE OVER THE PAST THREE (3) YEARS AS PRESCRIBED BY FAR 52.219-9, "SMALL BUSINESS SUBCONTRACTING PLAN". THIS INCLUDES EVALUATION OF THE OFFEROR'S ACTUAL PERFORMANCE IN MEETING SB AND HBCU/MI SUBCONTRACTING GOALS. LARGE BUSINESSES AND FOREIGN OFFERORS THAT HAVE NOT HELD A CONTRACT IN THE PAST THREE (3) YEARS THAT INCLUDED FAR 52.219-9, WILL BE EVALUATED AGAINST FAR 52.219-8 ONLY; AND
- (iii) OFFEROR'S ACTUAL SB UTILIZATION PAST PERFORMANCE WILL BE THE BASIS FOR DETERMINING THE REALISM OF THEIR PROPOSED SMALL BUSINESS UTILIZATION.

(C) A RATING WILL BE ASSIGNED TO EACH OFFEROR'S (SB, LARGE BUSINESS OR FOREIGN) PROPOSAL. THIS RATING CONSIDERS BOTH THE PROPOSED SB UTILIZATION AND THE LIKELIHOOD OF ATTAINING THAT PARTICIPATION LEVEL BASED ON THE SB UTILIZATION PAST PERFORMANCE. OFFEROR'S THAT HAVE: (i) NO EXPERIENCE OVER THE PAST THREE (3) YEARS USING SBs AND/OR HBCU/MIs, AND (ii) NO CONTRACTUAL PERFORMANCE OVER THE PAST THREE (3) YEARS WHICH REQUIRED COMPLIANCE WITH FAR 52.219-8 or FAR 52.219-9 WILL BE TREATED NEITHER FAVORABLY NOR UNFAVORABLY.

E. FINANCIAL RESPONSIBILITY INFORMATION: A DETERMINATION RELATIVE TO THE FINANCIAL RESPONSIBILITY OF THE OFFEROR WILL BE COMPLETED DURING THE SOURCE SELECTION PROCESS. AN OFFEROR THAT IS DETERMINED TO BE "UNACCEPTABLE" FINANCIALLY WILL BE INELIGIBLE FOR AWARD. IF A SMALL BUSINESS OFFEROR RECEIVES A FINAL DETERMINATION OF "UNACCEPTABLE" AND THEY CHOOSE TO OBTAIN A CERTIFICATE OF COMPETENCY (CoC) THROUGH THE UNITED STATES SMALL BUSINESS ADMINISTRATION, THEY ARE CAUTIONED THAT THIS IN AND OF ITSELF DOES NOT ENSURE SELECTION AS THE SUCCESSFUL OFFEROR. RECEIPT OF A CoC MAY CONVERT A SMALL BUSINESS' FINANCIAL RESPONSIBILITY RATING FROM "UNACCEPTABLE" TO "ACCEPTABLE", HOWEVER, THE SELECTION OF THE OFFEROR THAT REPRESENTS THE BEST VALUE TO THE GOVERNMENT WILL BE BASED UPON AN ASSESSMENT OF THE EVALUATION FACTORS LISTED IN THIS SOLICITATION AND THE RESULTS OF THE DETERMINATION OF RESPONSIBILITY;

4. THE NON-PRICE FACTORS AND SUBFACTORS AS IDENTIFIED ABOVE SHALL EACH BE RATED AS FOLLOWS:

- A. FACTOR: MANAGEMENT/TECHNICAL PLAN:
 - EXCELLENT: PROPOSAL DEMONSTRATES AN EXCELLENT UNDERSTANDING OF REQUIREMENTS AND APPROACH THAT SIGNIFICANTLY EXCEEDS PERFORMANCE OR CAPABILITY STANDARDS. EXCEPTIONAL STRENGTHS THAT WILL SIGNIFICANTLY BENEFIT THE GOVERNMENT. EVIDENCE PROVIDED VALIDATES THE EFFECTIVENESS OF THE STATED APPROACH AND BENEFITS. NO SIGNIFICANT WEAKNESSES IDENTIFIED. LOW RISK OF FAILURE;
 - GOOD: PROPOSAL DEMONSTRATES A GOOD UNDERSTANDING OF REQUIREMENTS AND APPROACH THAT EXCEEDS PERFORMANCE OR CAPABILITY STANDARDS. STRENGTHS IDENTIFIED THAT WILL BENEFIT THE GOVERNMENT. EVIDENCE PROVIDED INDICATES THAT THE STATED APPROACH WILL BE SUCCESSFUL AND THAT THE STATED BENEFITS WILL BE ATTAINED. WEAKNESSES MAY EXIST BUT THEY ARE READILY CORRECTABLE OR CAPABLE OF BEING RESOLVED WITHOUT SUBSTANTIAL IMPACT ON PROGRAM REQUIREMENTS. MODERATE LOW RISK OF FAILURE;
 - SATISFACTORY: PROPOSAL DEMONSTRATES ACCEPTABLE UNDERSTANDING OF REQUIREMENTS AND APPROACH THAT MEETS PERFORMANCE OR CAPABILITY STANDARDS. FEW OR NO STRENGTHS. ACCEPTABLE SOLUTION. WEAKNESSES MAY EXIST BUT THEY ARE CORRECTABLE OR CAPABLE OF BEING RESOLVED WITH ONLY A MODERATE IMPACT ON PROGRAM REQUIREMENTS. MODERATE RISK OF FAILURE;
 - POOR: PROPOSAL DEMONSTRATES SHALLOW UNDERSTANDING OF REQUIREMENTS AND APPROACH THAT ONLY marginally MEETS PERFORMANCE OR CAPABILITY STANDARDS NECESSARY FOR MINIMAL BUT ACCEPTABLE CONTRACT PERFORMANCE. SIGNIFICANT WEAKNESSES EXIST WHICH WOULD REQUIRE A MAJOR PROPOSAL REVISION IN SEVERAL CRITICAL FACTORS AND COULD SUBSTANTIALLY IMPACT PROGRAM REQUIREMENTS. HIGH RISK OF FAILURE;
 - VERY POOR: LACK OF UNDERSTANDING OR OMISSION OF KEY GOVERNMENT REQUIREMENTS. DEFICIENCIES, SIGNIFICANT

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Name of Offeror or Contractor:

WEAKNESSES AND/OR OMISSIONS EXIST WHICH WILL REQUIRE A MAJOR REVISION TO THE PROPOSAL TO MAKE IT ACCEPTABLE. VERY HIGH RISK OF FAILURE.

B. FACTOR: PAST PERFORMANCE:

LOW PERFORMANCE RISK: LITTLE DOUBT EXISTS, BASED ON THE OFFEROR'S PERFORMANCE RECORD, THAT THE OFFEROR WILL SUCCESSFULLY PERFORM THE REQUIRED EFFORT IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE CONTRACT;

MODERATE PERFORMANCE RISK: SOME DOUBT EXISTS, BASED ON THE OFFEROR'S PERFORMANCE RECORD, THAT THE OFFEROR WILL SUCCESSFULLY PERFORM THE REQUIRED EFFORT IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE CONTRACT;

HIGH PERFORMANCE RISK: SIGNIFICANT DOUBT EXISTS, BASED ON THE OFFEROR'S PERFORMANCE RECORD, THAT THE OFFEROR WILL SUCCESSFULLY PERFORM THE REQUIRED EFFORT IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE CONTRACT;

NEUTRAL PERFORMANCE RISK: NO RECENT, RELEVANT PAST PERFORMANCE RECORD IS IDENTIFIABLE. A THOROUGH SEARCH WAS UNABLE TO IDENTIFY PAST PERFORMANCE INFORMATION FOR THE OFFEROR OR PROPOSED SUBCONTRACTORS. THE OFFEROR WILL NOT BE EVALUATED FAVORABLY OR UNFAVORABLY ON PAST PERFORMANCE.

C. FACTOR: SMALL BUSINESS (SB) UTILIZATION:

EXCELLENT: PROPOSAL INCLUDES A SUBSTANTIAL PORTION OF WORK, IN TERMS OF THE COMPLEXITY OF WORK PERFORMED BY SBs, THE TOTAL PROPOSED DOLLAR VALUE FOR WORK TO BE PERFORMED BY SBs, AND THE SUBCONTRACTING GOALS (FOR LARGE BUSINESSES AND FOREIGN OFFERORS ONLY) THAT MEET OR EXCEED 23% OF THE WORK TO BE PERFORMED IN THE SB OR HBCU/MI SECTOR. BASED ON THE OFFEROR'S PROPOSED SB UTILIZATION AND SB UTILIZATION PAST PERFORMANCE, THE OFFEROR'S PROPOSED UTILIZATION AND/OR ACTIONS ARE SUBSTANTIAL AND ARE CONSIDERED VERY REALISTIC (VERY LOW RISK);

GOOD: PROPOSAL INCLUDES A SIGNIFICANT PORTION OF WORK, IN TERMS OF THE COMPLEXITY OF WORK TO BE PERFORMED BY SBs, THE TOTAL PROPOSED DOLLAR VALUE FOR WORK TO BE PERFORMED BY SBs, AND THE SUBCONTRACTING GOALS (FOR LARGE BUSINESSES ONLY AND FOREIGN OFFERORS ONLY) THAT HAVE 18% - 22% OF THE WORK TO BE PERFORMED IN THE SB OR HBCU/MI SECTOR. BASED ON THE OFFEROR'S PROPOSED SB UTILIZATION PAST PERFORMANCE, THE OFFEROR'S PROPOSED UTILIZATION AND/OR ACTIONS ARE SIGNIFICANT AND ARE CONSIDERED VERY REALISTIC (LOW RISK);

SATISFACTORY: PROPOSAL INCLUDES A REASONABLE PORTION OF WORK, IN TERMS OF THE COMPLEXITY OF WORK TO BE PERFORMED BY SBs, THE TOTAL PROPOSED DOLLAR VALUE FOR WORK TO BE PERFORMED BY SBs, AND THE SUBCONTRACTING GOALS (FOR LARGE BUSINESSES ONLY AND FOREIGN OFFERORS ONLY) THAT HAVE 13% - 17% OF THE WORK TO BE PERFORMED IN THE SB OR HBCU/MI SECTOR. BASED ON THE OFFEROR'S PROPOSED SB UTILIZATION AND SB UTILIZATION PAST PERFORMANCE, THE OFFEROR'S PROPOSED UTILIZATION AND/OR ACTIONS ARE ADEQUATE AND COULD BE MET IF THE OFFEROR FOCUSES ATTENTION ON THEM (MODERATE RISK);

POOR: PROPOSAL INCLUDES A MINIMAL PORTION OF WORK, IN TERMS OF THE COMPLEXITY OF WORK TO BE PERFORMED BY SBs, THE TOTAL PROPOSED DOLLAR VALUE FOR WORK TO BE PERFORMED BY SBs, AND THE SUBCONTRACTING GOALS (FOR LARGE BUSINESSES ONLY AND FOREIGN OFFERORS ONLY) THAT HAVE 8% - 12% OF THE WORK TO BE PERFORMED IN THE SB OR HBCU/MI SECTOR. BASED ON THE OFFEROR'S PROPOSED SB UTILIZATION AND/OR SB UTILIZATION PAST PERFORMANCE, THERE IS LITTLE LIKELIHOOD THAT MORE THAN A MINIMAL PORTION OF THE WORK WILL BE PERFORMED IN THIS SECTOR (HIGH RISK);

VERY POOR: THE OFFEROR DEMONSTRATES LITTLE OR NO COMMITMENT TO USING SBs AND HBCU/MIs. THERE IS NO EVIDENCE THAT THE OFFEROR MET PRIOR GOALS AND/OR SHOWS NO SERIOUS COMMITMENT AND DID NOT PROVIDE ADEQUATE JUSTIFICATION FOR NOT DOING SO. BASED ON THE PROPOSED SB UTILIZATION AND/OR SB UTILIZATION PAST PERFORMANCE, THERE IS NEGLIGIBLE LIKELIHOOD THAT ANYTHING OTHER THAN A TOKEN PORTION OF THE WORK WILL BE PERFORMED IN THIS SECTOR (VERY HIGH RISK).

5. THE FOLLOWING RATINGS SHALL BE USED WHEN DETERMINING THE FINANCIAL RESPONSIBILITY OF OFFERORS:

ACCEPTABLE: THE CONTRACTOR'S FINANCIAL CONDITION, AS REPRESENTED IN ITS RESPONSE TO SECTION L, CLAUSE NUMBER L-20 OF THIS REQUEST FOR PROPOSAL (RFP), DEMONSTRATES SUFFICIENT FINANCIAL RESOURCES TO COMPLETE THE INTENDED EFFORT, OR IN THE CASE OF A SMALL BUSINESS WHOM HAS REQUESTED ASSISTANCE FROM THE UNITED STATES SMALL BUSINESS ADMINISTRATION, RECEIPT OF A CERTIFICATE OF COMPETENCY; OR

UNACCEPTABLE: THE CONTRACTOR'S FINANCIAL CONDITION, AS REPRESENTED IN ITS RESPONSE TO SECTION L, CLAUSE NUMBER L-20 OF THIS RFP, DEMONSTRATES INSUFFICIENT FINANCIAL RESOURCES TO COMPLETE THE INTENDED EFFORT.

(End of Provision)

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M-5 9.306(I) COST OF FIRST ARTICLE TESTING (GOVERNMENT TESTING) SEP/1995

a. Evaluation of bids or offers where first article tests are waived for eligible bidders or offerors will be made by deleting the CLIN calling for First Article Testing and by subtracting the price bid if any, for such CLIN from the total amount bid for all CLIN's.

b. Earlier delivery, if required in case of waiver of first article testing, shall not be a factor in evaluation for award.

c. The Government is responsible for first article testing and the cost to the Government for such testing shall be a factor in the evaluation of bids for award, to the extent that such cost can be realistically estimated. Such estimated cost is \$25,000.00

(End of Provision)

(MF6010)

M-6 252.225-7003 INFORMATION FOR DUTY-FREE ENTRY EVALUATION MAR/1998
DFARS

(a) Does the offeror propose to furnish--

(1) A domestic end product with nonqualifying country components for which the for which the offeror requests duty-free entry; or

(2) A foreign end product consisting of end items, components, or materials of foreign origin other than those for which Duty-Free Entry is to be accorded pursuant to the Duty-Free Entry---Qualifying Country Supplies (End Products and Components) clause or, if applicable, the Duty-Free Entry--Eligible End Products Clause of this solicitation?

Yes ()

No ()

(b) If the answer in paragraph (a) is yes, answer the following questions:

(1) Are such foreign supplies now in the United States?

Yes ()

No ()

(2) Has the duty on such foreign supplies been paid?

Yes ()

No ()

(3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty? \$_____

(End of provision)

(MA7700)

M-7 52.245-4519 EVALUATION PROCEDURES FOR USE OF GOVERNMENT-OWNED PRODUCTION AND AUG/1993
OSC RESEARCH PROPERTY

(a) In accordance with FAR 45.201(a), the Government shall, to the maximum extent practical eliminate the competitive advantage accruing to a contractor possessing Government production and research property.

(b) If the offeror plans to use any item of Government production and research property in possession of the offeror or his proposed subcontractors under a facilities contract or other agreement with the Government independent of this solicitation, the offeror shall so indicate by checking the applicable box(es) below and by identifying such facilities contract or other agreement under which the property is held.

___Offer is predicated on use of Government property in offeror's possession.

___Offer is predicated on use of Government property in offeror's proposed subcontracts of vendors.

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Name of Offeror or Contractor:

Identification of facilities contract or other agreement under which such property is held!

Type of Contract or Agreement:_____

Number and Date:_____

Cognizant Government Agency (including address): _____

(c) Offeror is required to submit with his offer:

(1) The written permission of the Contracting Officer having cognizance over the property for use of that property, and whether such use will be on a rental or rent-free basis.

(2) A list or description of all Government production and research property which the offeror or his anticipated subcontractors propose to use on a rent-free basis. AMCCOM Form 71-R or equivalent will be used.

(d) To eliminate the competitive advantage an evaluation factor shall be added to each offer which is predicated on the use of the above detailed existing Government production and research property.

(e) For rent-free use of Government-owned production and research property, such use shall be evaluated by adding to the price of the item(s) at the rates set forth in FAR 52.245-9 for each month of the proposed production period. Where both rental use and rent-free use will occur during the same production period, the rent and the evaluation in lieu of rent-free use will be computed in accordance with the formula for proration set forth in the Use and Charges clause, FAR 52.245-9.

(f) The months that will be used for the purpose of the evaluation will be the period computed in months set forth by the offeror:_____months (this period shall include the first, last, and all intervening months). The Contractor will be liable to pay rent for use of any Government-owned property which exceeds the time specified in this clause. If the bidder/offeror fails to specify the number of months in the blank provided, the delivery schedule will be used to determine the number of months of rent free use required through the month scheduled for final delivery.

(g) The Government shall compute the use-evaluation factor, per-unit-procured, in accordance with the following formula:

$$\frac{T \times R \times P \times S}{Q} = C$$

T: Total acquisition cost of facilities (including, if paid by the Government, cost of transportation and installation as well as any cost expended to enhance the condition of the machine).

R: Rental rate.

P: Production period (months).

Q: Quantity of items to be procured.

S: Pro rata share, if applicable.

C: Evaluation factor to be added to unit price.

(h) This evaluation procedure shall not be applicable to any item or items of Government property held by the offeror under a valid lease or rental arrangement with the Government wherein the offeror is granted right of usage of such property and must pay a rental thereon for the entire leasehold/rental period irrespective of actual usage.

(i) If Government production and research property is being used on other work under one or more existing contracts for which use has been authorized, the evaluation factor shall be determined by prorating the rent between the proposed contract and such other work. The pro-rata share applicable to a proposed contract shall be determined by multiplying the full rental charge for use of Government production and research property for the period for which rent-free use is requested by a fraction, the numerator of which is the amount of use of such property requested by the contractor under this proposed contract and the denominator of which is the sum of the previous authorized use of the property by the contractor for the period and the use requested under the proposed contract. The Contractor must indicate in it's bid offer if a pro-rata share is applicable for this procurement.

(j) Special considerations relating to use of Government-owned facilities and special tooling by subcontractors.

(1) Evaluation factors applied to prime contractor's offers will be the same for both proposed prime contractor's and subcontractor's use of Government-owned property, including evaluation rates and production period.

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(2) In the event that any prospective subcontractor desiring use of Government property pursuant to this provision refuses to quote a price to any prospective prime contractor or refuses to quote on an equal basis to all prospective prime contractors, the Government reserves the right to:

- (i) Refuse to authorize the subcontractors use of such property, or;
- (ii) Evaluate 100% of the acquisition cost (including cost of transportation, and installation, and enhancement paid by the Government) of such property against the offer of the prime contractor proposing to use such subcontractor.

(End of provision)
(MS7005)

M-8	52.247-4502	TRANSPORTATION EVALUATION - F.O.B. POINT OF DELIVERY OF GOVERNMENT- OSC FURNISHED MATERIAL (WITH DIFFERENTIALS)	MAY/1993
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(End of provision)
(MS7010)

M-9 EVALUATION FACTOR - SUPPLY OF RECLAIMED TNT FROM M117 BOMBS

TNT TO BE SUPPLIED TO THE GOVERNMENT AS A RESULT OF RECLAMATION FROM TRITONAL AND ORIGINATING FROM THOSE M117 BOMBS TO BE SUPPLIED AS GOVERNMENT-FURNISHED MATERIAL (GFM) SHALL HAVE THE FOLLOWING EVALUATION FACTOR APPLIED TO THE OFFEROR'S TOTAL PROPOSED PRICE:

A REDUCTION TO THE TOTAL PROPOSED PRICE IN THE AMOUNT OF \$12.37 FOR EACH BOMB USED TO RECLAIM TNT.

M-10 EVALUATION FACTOR - SUPPLY OF RECLAIMED TNT FROM COMPOSITION B

TNT TO BE SUPPLIED TO THE GOVERNMENT AS A RESULT OF RECLAMATION FROM COMPOSITION B TO BE SUPPLIED AS GOVERNMENT-FURNISHED MATERIAL (GFM) SHALL HAVE THE FOLLOWING EVALUATION FACTOR APPLIED TO THE OFFEROR'S TOTAL PROPOSED PRICE:

A REDUCTION TO THE TOTAL PROPOSED PRICE IN THE AMOUNT OF \$0.0166 FOR EACH POUND USED TO RECLAIM TNT.

*** END OF NARRATIVE M 001 ***